



Civil Resolution Tribunal

Date Issued: June 24, 2021

File: SC-2021-000294

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Goraya v. Anbi*, 2021 BCCRT 698

BETWEEN:

NAVJOT GORAYA

APPLICANT

AND:

LAELI SALIMI ANBI

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about payment for toilet and fence rental.
2. The applicant, Navjot Goraya, says the respondent, Laeli Salimi Anbi, owes \$3,765 for toilet and fence rentals provided between June 2017 and May 2020.

3. Mrs. Anbi denies she owes any money beyond the \$381.50 she says she has already paid. Mrs. Anbi says the invoiced amount is higher than what she agreed to pay for fence rental and that the toilet was not adequately serviced. She also says she asked for the toilet and fence to be picked up and removed. I infer that Mrs. Anbi asks for the dispute to be dismissed.
4. Both parties are self-represented.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Does Mr. Goraya have standing to bring this claim?
 - b. If so, how much must Mrs. Anbi pay on the outstanding invoice, if anything?

EVIDENCE AND ANALYSIS

10. In a civil dispute like this one Mr. Goraya, as the applicant, must prove his claims on a balance of probabilities. I have reviewed both parties' submissions and weighed the evidence provided but will only refer to that necessary to explain my decision.
11. It is undisputed that Mrs. Anbi rented fencing and a portable toilet from June 2017 to sometime in 2020, including a period with no toilet service in 2018. The first question to consider is whether Mrs. Anbi entered into a contract, or agreement, to rent the toilets and fence from Mr. Goraya. For the following reasons, I find she did not.
12. Mrs. Anbi says Mr. Goraya offered to rent her 60 feet of fence for \$20 per and provide toilet service for \$80 per week, in June 2017. However, the June 9, 2017 email she submitted included a signature block for someone with a different name (M) than Mr. Goraya at Crown Rentals Ltd., with contact information.
13. Mrs. Anbi also provided a May 26, 2020 invoice for toilet service, addressed to her, from Crown Rentals Ltd. I find the email on the bottom of the invoice is the same as the one M used on June 9, 2017. Further, the Customer QuickReport spreadsheet for Mrs. Anbi, submitted by Mr. Goraya, has Crown Fence Rentals Ltd. at the top. Finally, Mr. Goraya submitted text messages to Mrs. Anbi in 2020 asking for payment for the rentals, which include a signature line "[M] Crown Rentals" (reproduced as written but for name). From these documents I find Mrs. Anbi communicated with M about fence rentals and payment, rather than with Mr. Goraya.
14. Based on the above documents, I find it more likely than not that Mrs. Anbi contracted with Crown Rentals Ltd., or Crown Fence Rentals Ltd., for fence and toilet rentals. I

find it is not necessary to decide which of these names is correct and so will refer to the company simply as “Crown” for the rest of this decision.

15. I find the evidence does not show that Mrs. Anbi contracted with Mr. Goraya personally to provide the fence or toilets. I also do not find that Mrs. Anbi agreed to pay Mr. Goraya for the rentals. Although the parties agree that Mrs. Anbi paid for toilet service in 2017 with a credit card, there is no indication that payment was made to Mr. Goraya personally.
16. On balance, I find Mr. Goraya did not rent toilets or fences to Mrs. Anbi, bill her for those rentals, or collect payment from her. Rather, I find that was Crown. There is no evidence showing that Mr. Goraya is a director or owner of Crown. However, even if he were, I would find that Crown, as an incorporated company, is a separate legal entity from Mr. Goraya and so Crown must make a claim for payment, rather than Mr. Goraya.
17. For these reasons I dismiss Mr. Goraya’s claim against Mrs. Anbi.
18. Nothing in this decision prevents Crown from filing a dispute against Mrs. Anbi, subject to the applicable limitation period.
19. The CRT’s rules say that an unsuccessful party will generally reimburse a successful party for their CRT fees and dispute-related expenses. As Mr. Goraya was unsuccessful in his claim, I find he is not entitled to reimbursement of any fees or expenses.

ORDER

20. I dismiss Mr. Goraya’s claims and this dispute.

Sherelle Goodwin, Tribunal Member