



Civil Resolution Tribunal

Date Issued: July 8, 2021

File: SC-2021-001998

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *9305076 Canada Ltd. v. Wiley*, 2021 BCCRT 747

B E T W E E N :

9305076 CANADA LTD.

APPLICANT

A N D :

CHRISTINE WILEY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This is a dispute about lawn mowing services. The applicant, 9305076 Canada Ltd., which does business as Sprout Landscapes (Sprout), says the respondent, Christine Wiley, hired Sprout to mow her home's lawns periodically. Sprout says Ms. Wiley failed to pay for 2 lawn mows in May 2019 and claims \$84 for those services.

2. Ms. Wiley says she does not believe Sprout provided the 2 claimed lawn mows, and if it did, she did not want those services. She also says that her husband at the time cancelled Sprout's periodic mowing service and that the services were not satisfactory, so she owes nothing.
3. Sprout is represented by an employee or principal in this dispute. Ms. Wiley is self-represented.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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.

ISSUE

8. The issue in this dispute is whether Sprout adequately mowed Ms. Wiley's lawns at her request, and if so, does Ms. Wiley owe \$84 or another amount?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Sprout must prove its claims on a balance of probabilities. I have read all the parties' submitted material but refer only to the evidence and arguments that I find relevant and necessary to provide context for my decision.
10. It is undisputed that Sprout provided regular lawn mowing services for Ms. Wiley's home around May 2019, with Ms. Wiley's knowledge. Ms. Wiley does not deny Sprout's submission that she or her husband at the time paid for Sprout's services in April 2019 and June 2019, but not May 2019. Sprout agrees that the husband cancelled further Sprout services sometime in June 2019.
11. Ms. Wiley says she was divorcing from her husband in May 2019. Sprout says that Ms. Wiley said her then-husband would pay the May 2019 charges, but I find the evidence before me does not show that he agreed to do so. The parties agree that Ms. Wiley did not pay the claimed \$84 for the alleged May 2019 services.
12. The parties disagree about whether Sprout provided 2 particular mowing services. In a Statement of Facts in evidence, Sprout said it provided mowing services on May 10, 2019 and again on May 25, 2019. The question before me is whether Ms. Wiley agreed to those services, and whether Sprout performed them to a reasonable quality standard, or at all.
13. Sprout says it invoiced Ms. Wiley for those 2 lawn mows, charging \$42 for each. There is no invoice in evidence, although Ms. Wiley does not deny that \$42 was Sprout's usual charge for lawn mowing. As noted, Ms. Wiley says she does not think that Sprout provided those 2 lawn mows, and if it did, she did not want them and they were of poor quality. She also says that she initially offered to pay for half of the

outstanding May 2019 charges, but because her husband cancelled Sprout's service before the 2 lawn mows in question and Sprout's services were generally inadequate, she says she owes nothing. I find the evidence before me does not show that Ms. Wiley's former husband cancelled Sprout's services before the 2 alleged May 2019 lawn mows. So, the main question before me is whether Sprout actually performed those 2 lawn mows.

14. On May 9, 2019, Sprout reminded Ms. Wiley by email that it would be mowing her lawn on May 10, 2019. Ms. Wiley responded on May 9, 2019 that she was "looking forward to the mowing", although she questioned whether Sprout should have done further cleanup during its previous services that included blowing yard debris. I find this shows that Ms. Wiley knew about and approved a May 10, 2019 lawn mowing.
15. Sprout submitted a GPS record that it says shows a visit to Ms. Wiley's home on May 10, 2019. I find the submitted record is dated May 10, 2019 and it contains a map showing a check mark next to a location on Trafalgar Street. Ms. Wiley's home was on Trafalgar Street. However, on the evidence before me, I cannot determine whether the check mark is located at Ms. Wiley's address. Further, even if the check mark is located at Ms. Wiley's address, I find the GPS record does not show how long anyone stayed there or whether any lawn mowing took place.
16. Sprout also submitted a work log entry that said a lawnmowing job was completed on May 10, 2019, and that an email reminder had been sent on May 9, 2019. However, the work log entry did not say who the job was for or where it was located. There was a very small GPS map embedded in the entry, but I find it is impossible to determine at which address the flagged location on the map is located because of the map's scale and size.
17. Overall, I find there is a lack of evidence showing that Sprout mowed Ms. Wiley's lawn on May 10, 2019. Having weighed the available evidence, I find that Sprout has not met its burden of proving that it mowed Ms. Wiley's lawn on May 10, 2019. So, I find Ms. Wiley does not owe Sprout anything for lawn mowing on that date.

18. I find there is an even greater lack of evidence that Sprout mowed Ms. Wiley's lawn on May 25, 2019. There are no reminders or other emails, GPS records, employee logs, photos, invoices, or other evidence before me showing that Sprout mowed the lawn around May 25, 2019. I find Sprout has not met its burden of proving that it provided lawn mowing services to Ms. Wiley on May 25, 2019. So, I find that Ms. Wiley does not owe Sprout \$42 for an alleged May 25, 2019 lawn service.

19. I dismiss Sprout's claims as unproven.

CRT FEES AND EXPENSES

20. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find Sprout was unsuccessful in its claims, but Ms. Wiley paid no CRT fees, and neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

ORDER

21. I dismiss Sprout's claims, and this dispute.

Chad McCarthy, Tribunal Member