



# Civil Resolution Tribunal

Date Issued: July 13, 2021

File: SC-2020-009168

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Henderson-Peal (dba GR Marketing Group) v. Evergro Cannabis Corp.*,  
2021 BCCRT 765

B E T W E E N :

GAVIN HENDERSON-PEAL (Doing Business As GR MARKETING  
GROUP)

**APPLICANT**

A N D :

EVERGRO CANNABIS CORP. and BERNIE WHITE

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## **INTRODUCTION**

1. The applicant, Gavin Henderson-Peal (Doing Business As GR Marketing Group), seeks payment for services he allegedly provided to the respondents, Evergro Cannabis Corp. (Evergro) and Bernie White.
2. Mr. Henderson-Peal invoiced Evergro \$208.95 for a registered and records office address change and \$336 for “third party services”. He initially claimed those amounts in this dispute but later revised the claim for third party services to \$1,484, without explanation. In total, he claims \$1,512.95. Mr. Henderson-Peal did not submit evidence or argument but represented himself when he was participating.
3. Mr. White is Evergro’s owner and represents himself and Evergro in this dispute. The respondents disagree with the claim. They say no work was done to justify either invoice.
4. For the reasons that follow, I find Mr. Henderson-Peal has not proved his claim and I dismiss it.

## **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.

## **ISSUE**

9. The issue in this dispute is whether Mr. Henderson-Peal is entitled to some or all of the invoiced \$544.95, and the additional claimed amounts.

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil dispute, Mr. Henderson-Peal must prove his claim on a balance of probabilities. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision. As noted above, Mr. Henderson-Peal did not provide evidence or submissions despite having the opportunity to do so.
11. The respondents provided all the evidence in this dispute, which consists of the following:
  - October 29, 2019, invoice for from GR to Evergro for "Registered Records Office Change" for \$199 plus GST or \$208.95
  - November 14, 2019 invoice from GR to Evergro for "Third Party Services" for \$336, no tax applied

- 2 email reminders about the unpaid invoices (date of emails illegible)
  - March 24, 2020 text message from “Gaivn” which I infer is Mr. Henderson-Peal, in which he requests payment of \$544.95
12. There is no written contract in evidence, but the respondents say they asked Mr. Henderson-Peal to change Evergro’s “business address” from Alberta to BC. In the Dispute Notice, Mr. Henderson-Peal claimed he provided help with “change of Registered Records office address”. The *Business Corporations Act* requires companies operating in BC to maintain a registered office and a records office in BC. The company may change these office addresses by filing a notice of address change with the Registrar of Companies. I infer that this is what the respondents asked Mr. Henderson-Peal to do.
  13. The respondents say Mr. Henderson-Peal did not change Evergro’s registered and records address, as they received no documentation of any kind to show their address was changed.
  14. The existence of invoices is some evidence that work was performed. However, the invoices contain little detail and there is no other evidence of work being performed. For example, one invoice refers to third party services, but I have no submissions about who the third party was, what services they provided, or whether the work was authorized under the parties’ contract. There is also nothing to explain why Mr. Henderson-Peal initially claimed \$336 for third party services and then revised his claim to \$1,484.
  15. Because Mr. Henderson-Peal has not stated what work he did or provided evidence of the work, the respondents’ assertion that no work was performed despite the invoices is undisputed.
  16. The respondents also point out that the applicant chose to serve Evergro at an Alberta address, which is confirmed by CRT records. When a dispute respondent is a company, CRT rule 2.7 requires applicants to serve the company at the company’s registered office address. I agree with the respondents that, in the absence of

explanation, Mr. Henderson-Peal's choice to mail the Dispute Notice to Evergro's Alberta address suggests he did not change Evergro's registered office address to BC as requested.

17. As noted, the burden is on Mr. Henderson-Peal to prove his claims with evidence. I find the invoices alone are insufficient to prove that Mr. Henderson-Peal provided services of value to the respondents. I find Mr. Henderson-Peal has not established that he is entitled to the invoiced amounts, or any amount, so I dismiss his claims.

18. Under section 49 of the CRTA and the CRT rules, a successful party is generally entitled to recover their CRT fees and reasonable dispute-related expenses. The respondents were successful but did not pay fees or claim expenses. I dismiss the Mr. Henderson-Peal's claim for reimbursement of CRT fees.

## **ORDER**

19. I dismiss Mr. Henderson-Peal's claims and this dispute.

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Micah Carmody, Tribunal Member