



Civil Resolution Tribunal

Date Issued: July 26, 2021

File: SC-2020-009617

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cornerstone Geo-Structural Engineering Ltd. v. Cuong*, 2021 BCCRT 813

B E T W E E N :

CORNERSTONE GEO-STRUCTURAL ENGINEERING LTD.

APPLICANT

A N D :

VU TAM CUONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about engineering services. The applicant, Cornerstone Geo-Structural Engineering Ltd. (Cornerstone), says it provided engineering services to

the respondent, Vu Tam Cuong, for which it has not been paid. Cornerstone claims \$3,150 in unpaid engineering fees and interest.

2. Mr. Cuong agrees to pay Cornerstone the amount claimed but refuses to pay any interest.
3. Mr. Cuong is self-represented in this dispute and Cornerstone is represented by an employee.

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 Mr. Cuong is required to pay interest on the \$3,150 he admittedly owes to Cornerstone.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant, Cornerstone must prove its claims on a balance of probabilities. Mr. Cuong did not provide evidence despite having the opportunity to do so. I have read all of Cornerstone's evidence and the parties' submissions but refer only to what I find relevant to explain my decision.
10. As noted, in his submissions Mr. Cuong agrees to pay the \$3,150 Cornerstone claims in this dispute. So, I order Mr. Cuong to pay Cornerstone \$3,150.
11. On February 27, 2019 Cornerstone sent a quote to Mr. Cuong for \$6,300 for engineering services. On March 16, 2019, Mr. Cuong signed the quote. I find the quote is a binding contract between the parties.
12. In March 2019 Cornerstone invoiced Mr. Cuong \$3,150 for the first 50% of the contract, which Mr. Cuong paid. On June 26, 2019, Cornerstone completed the work described in the contract. On July 3, 2019, Cornerstone sent Mr. Cuong an invoice for \$3,150 for the remaining 50% of the contract price (invoice). This is the invoice at issue in this dispute. The invoice says payment was due by August 2, 2019, and any late payments were subject to "interest charges of 2.0%". None of this is disputed.
13. In its Dispute Notice, Cornerstone claims non-contractual interest on the \$3,150 owing, but in its submissions, it claims contractual interest based on the 2.0% interest rate stated in the invoice. However, the invoice does not specify whether 2.0% is a monthly or annual interest rate. Even if I were to allow the late amendment for contractual interest, there is also nothing about the 2.0% interest rate in the contract. A party cannot unilaterally impose contractual interest in an invoice. I find the parties did not have an agreement about interest and so Cornerstone is not entitled to contractual interest.

14. However, the *Court Order Interest Act* applies to the CRT. Having found the parties did not have an agreement about interest, Cornerstone is entitled to pre-judgment interest on the \$3,150 owing calculated from August 2, 2019, which is the date the invoice was due, to the date of this decision. This equals \$71.35.
15. 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. Since Cornerstone was substantially successful, I find it is entitled to reimbursement of \$175 in CRT fees. Cornerstone did not claim any dispute-related expenses.

ORDERS

16. Within 30 days of the date of this order, I order Mr. Cuong to pay Cornerstone a total of \$3,396.35, broken down as follows:
 - a. \$3,150 for engineering services,
 - b. \$71.35 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
17. The applicant is entitled to post-judgment interest, as applicable.
18. Under section 48 of the CRTA, the CRT will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is in effect until 90 days after June 30, 2021, which is the date of the end of the state of emergency declared on March 18, 2020, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want

to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

19. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Sarah Orr, Tribunal Member