



# Civil Resolution Tribunal

Date Issued: July 27, 2021

File: SC-2021-000356

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *ABC123Moving&Courier Business Incorporated v. Van Der Veer*,  
2021 BCCRT 816

B E T W E E N :

ABC123MOVING&COURIER BUSINESS INCORPORATED

**APPLICANT**

A N D :

LAURA VAN DER VEER

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This is a dispute about payment for moving services. The respondent, Laura Van Der Veer, hired a third party, Owner Operator Movers (OOM), to move personal



possessions to a new home. OOM subcontracted the work to the applicant company, ABC123Moving&Courier Business Incorporated (ABC). ABC says that Ms. Van Der Veer has not paid for the move, so ABC has not been paid. ABC claims \$753.67 from Ms. Van Der Veer for the moving services it provided. OOM is not a party to this dispute.

2. Ms. Van Der Veer says she hired OOM, not ABC, for the move. ABC was several hours late for the scheduled move, and Ms. Van Der Veer says ABC damaged the possessions and the home. Ms. Van Der Veer says that because of ABC's lateness and the damage it caused, she owes nothing for the move.
3. ABC is represented by its principal, Nikolay Kogan. Ms. Van Der Veer 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 Ms. Van Der Veer is responsible for paying ABC for the move, and if so, does she owe ABC \$753.67 or another amount?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant ABC must prove its claims on a balance of probabilities. I have read all the parties' submitted material but refer only to the relevant evidence and arguments needed to explain my decision.
10. As noted, Ms. Van Der Veer hired OOM to move possessions to a new home in November 2020. There is no written contract between Ms. Van Der Veer and OOM in evidence, and no correspondence showing the terms of their moving agreement. However, I find it is undisputed that Ms. Van Der Veer and OOM agreed, at least verbally, that the move was scheduled to begin at approximately 1:00 p.m. for a price of \$133 per hour plus taxes. I find this agreement was a contract between Ms. Van Der Veer and OOM (moving contract). ABC was not a party to the moving contract.
11. It is also undisputed that after Ms. Van Der Veer hired OOM for the move, OOM hired ABC to perform those moving services as OOM's subcontractor. Although there is no written agreement between OOM and ABC in evidence, both a written statement by OOM and ABC's dispute submissions show that there was an agreement, at least verbally, between OOM and ABC. I find this second agreement was a contract that required ABC to perform Ms. Van Der Veer's move as OOM's subcontractor, and



OOM to pay ABC for the move (moving subcontract). Ms. Van Der Veer was not a party to the moving subcontract.

12. ABC undisputedly began the move several hours late. Ms. Van Der Veer says that ABC damaged some of the moved items and the home, and that tenants were unable to move in as scheduled and had to stay in a hotel. However, I conclude below that Ms. Van Der Veer was responsible for paying OOM and not ABC under the moving contract, and that OOM did not assign any of its contractual rights to ABC. So, I find that I do not need to make any findings about ABC's late start or the alleged moving damage or hotel charges, because Ms. Van Der Veer was not responsible for paying ABC. My reasons follow.
13. In a November 28, 2020 invoice, ABC charged OOM \$761.61 for moving services for an unidentified "client". The parties do not deny that the client was Ms. Van Der Veer. I find this invoice is consistent with OOM hiring ABC to perform the move for OOM under the moving subcontract. The invoice total was based on 4 hours and 40 minutes of work time and 1 hour of travel time at \$133 per hour, with sales tax added and a discount subtracted.
14. In a different November 28, 2020 invoice, OOM charged Ms. Van Der Veer \$791.36 for the move, also based on 4 hours and 40 minutes of work time and 1 hour of travel time at \$133 per hour, with sales tax added but no discount applied. I find this invoice is consistent with Ms. Van Der Veer hiring OOM for the move under the moving contract. It is undisputed that Ms. Van Der Veer has not paid OOM or ABC for the move.
15. Having considered the available evidence, I find that because Ms. Van Der Veer did not pay OOM for the move under the moving contract, it appears OOM has not paid ABC for its moving services under the moving subcontract. In a December 7, 2020 email, Ms. Van Der Veer told ABC to work with OOM, and not her, about the alleged moving damage. Ms. Van Der Veer asked ABC to have OOM issue her a revised invoice based on her move experience and the alleged damage. ABC responded that OOM had asked it to offer an apology and negotiate the final invoice. However, I find



the evidence does not show that OOM authorized ABC to act as OOM's agent for the purpose of negotiating a settlement under the moving contract between OOM and Ms. Van Der Veer. I also find the evidence does not show that OOM assigned any of its rights under the moving contract to ABC.

16. There is no invoice from ABC to Ms. Van Der Veer in evidence. ABC says that Ms. Van Der Veer owes it for moving "services rendered," but I find Ms. Van Der Veer does not owe ABC for the move simply because OOM hired ABC to perform the move. The parties do not say there was any agreement directly between ABC and Ms. Van Der Veer. On the evidence before me, I find there was no contractual relationship between ABC and Ms. Van Der Veer, or in other words, no "privity of contract". Privity of contract means that a contract cannot give rights or impose obligations on persons who are not parties to a contract. In other words, a person must first agree to a contract in order to be bound by it.
17. I find the moving contract required Ms. Van Der Veer to pay OOM, not ABC, for the move. I find the moving subcontract required OOM, not Ms. Van Der Veer, to pay ABC for the move. As noted, ABC did not name OOM as a party in this CRT dispute and does not make a claim against OOM directly. So, I find Ms. Van Der Veer was not required to pay ABC under any contract.
18. I also considered whether Ms. Van Der Veer was responsible for paying ABC under the doctrine of unjust enrichment. To show that Ms. Van Der Veer is liable for unjust enrichment, ABC must prove that Ms. Van Der Veer was enriched, that ABC sustained a corresponding deprivation or loss, and that there was no valid basis or "juristic reason" for the enrichment (see *Kerr v. Baranow*, 2011 SCC 10 at paragraph 3). Here, Ms. Van Der Veer may have been enriched because she did not pay for the moving services she received. However, I find the evidence does not show that ABC's loss – not being paid by OOM – was permitted under the moving subcontract and corresponded with Ms. Van Der Veer's lack of payment to OOM. Further, I find the fact that Ms. Van Der Veer's moving contract was with OOM alone, and required her



to pay only OOM, was a valid juristic reason for any enrichment (see *Kerr* at paragraph 41). So, I find unjust enrichment is unproven on the evidence before me.

19. For the above reasons, I find Ms. Van Der Veer is not responsible for paying ABC for the moving services. As noted, this means that it is unnecessary for me to determine whether ABC is responsible for any moving damage or tenant hotel charges, because Ms. Van Der Veer did not file a counterclaim for those amounts.

20. I dismiss ABC's claim for \$753.67, for the above reasons.

## **CRT FEES AND EXPENSES**

21. 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 not to follow that general rule. ABC was unsuccessful, so I find it is not entitled to any reimbursements. Ms. Van Der Veer paid no CRT fees and neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

## **ORDER**

22. I dismiss ABC's claims, and this dispute.

---

Chad McCarthy, Tribunal Member