



# Civil Resolution Tribunal

Date Issued: July 30, 2021

File: SC-2021-001479

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Maple Leaf Disposal Ltd. v. Taste Of Hangzhou Catering Ltd.*,  
2021 BCCRT 843

B E T W E E N :

MAPLE LEAF DISPOSAL LTD.

**APPLICANT**

A N D :

TASTE OF HANGZHOU CATERING LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Richard McAndrew

## INTRODUCTION

1. This dispute is about waste disposal services. The applicant, Maple Leaf Disposal Ltd. (Maple Leaf), says the respondent, Taste Of Hangzhou Catering Ltd. (Taste), has not paid invoices for waste disposal service provided from February 2020 to February 2021. Maple Leaf claims \$814.98 in unpaid services.

2. Taste says it only owes Maple Leaf \$85.04. Taste says it has not received waste disposal services since April 2020 so it argues that it is not responsible for any invoices after that time. Taste says it is only responsible for waste collections actually provided. Taste also says that Maple Leaf missed 2 organic waste pickups in March 2020 and Maple Leaf's March 2020 invoice overcharged \$100.
3. Maple Leaf is represented by an employee. Taste is represented by an employee or principal.

## **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 Taste owes Maple Leaf \$814.98 in unpaid waste disposal services.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Maple Leaf as the applicant must prove its claim on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant to provide context for my decision. Taste did not provide any evidence, though it had the opportunity to do so.
10. It is undisputed that Taste signed a 1-year waste disposal contract with Maple Leaf on January 28, 2020. The contract's relevant terms are:
  - a. The basic monthly charge for organic products was \$80, bottles was \$40 and waste was \$40.
  - b. The organic products will be picked up every week. The bottles and waste will be picked up every other week.
  - c. There is a 4% fuel surcharge.
  - d. There is a \$100 delivery fee.
  - e. The contract has an effective date of January 29, 2020 and continued until January 28, 2021.
  - f. Taste had to pay Maple Leaf's invoices within 10 days of receipt, and there was a service charge on all balances older than 30 days, accruing from the invoice

date, at a rate of 2% per month (which is 26.824% per annum, as specified in the contract).

- g. If payment was not made when due, Maple Leaf could suspend service until the total account balance was paid in full. While service was suspended, the basic monthly charge would continue to be invoiced and would become part of the total balance due and payable before service resumed.
11. Maple Leaf provided the monthly invoices that it sent to Taste from January 31, 2020 to February 28, 2021. It is undisputed that Taste only made a single payment to Maple Leaf of \$196.86 in July 2020.
12. Taste says that an unidentified Maple Leaf employee told it that Taste would only be charged for waste pickups actually performed. Since Maple Leaf does not dispute this, I accept this submission. In contrast, Maple Leaf says that Taste was responsible for regularly scheduled waste disposal services under the contract and these charges did not change with Taste's use, other than excess disposal fees. I find that Taste is responsible for the monthly waste disposal fees under the contract regardless of whether it requested pickups. I reach this conclusion because I find that the parties are bound by the written contract which has a fixed weekly schedule for waste collection, with fixed monthly charges. Further, there is no evidence before me showing that either party cancelled the contract. So, I find that Taste is responsible for monthly waste disposal fees throughout the duration of the contract regardless of whether Taste requested pickups.
13. Taste says that Maple Leaf missed 2 organic waste collections in March 2020 and did not provide any service after April 2020. Maple Leaf does not dispute this but it says that it suspended service for nonpayment. Under the contract, Maple Leaf may suspend service if an invoice is unpaid for 10 or more days. I find that Maple Leaf's January 31, 2020 invoice was overdue by more than 10 days on February 10, 2020 and Maple Leaf was entitled to suspend service under the contract after that time. So, I find that Maple Leaf was not obligated under the contract to pick up Taste's

waste after that date and I find that Maple Leaf did not breach the contract by not collecting Taste's organic waste in March 2020 or any waste after April 2020.

14. Further, Maple Leaf was entitled under the contract to continue charging Taste the basic monthly charges, totaling \$160 per month, while its service was suspended. However, rather than charge the full basic monthly charges of \$160 provided in the contract, Maple Leaf's invoices only charged fees totaling \$30 per month from April 2020 to November 2020 and \$33 per month from December 2020 to January 2021. I find that Taste is responsible for the lower invoiced amounts.
15. Taste says that Maple Leaf's March 31, 2020 invoice overcharged it by \$100. This invoice charged \$40 for recycling materials, \$40 for waste, \$80 for organics and \$10.32 for interest. This totaled \$185.04. Taste has not explained which of these itemized charges are allegedly incorrect or how it calculated the alleged overcharge. I find that the March 31, 2020 invoice is consistent with the contract. I find it likely that Taste is referring to a \$100 delivery fee charged on Maple Leaf's January 31, 2020 invoice. However, I find that Taste is responsible for this delivery fee because it is included in the contract. I find that the March 31, 2020 invoice did not overcharge Taste.
16. I find that Maple Leaf's unpaid invoices from January 2020 to January 2021 total \$814.98 as Maple Leaf claims. I find that Taste owes this amount.

## **INTEREST, CRT FEES AND DISPUTE-RELATED FEES**

17. Maple Leaf also claims 26.824% contractual interest on this debt. The contract provides that interest on late accounts accrues from the invoice date and I accept that this applies. I find the combined interest on the unpaid invoices, calculated to the date of the decision, totals \$339.25.

18. 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 Maple Leaf was successful, I find it is entitled to reimbursement of \$125 in CRT fees. Maple Leaf did not request reimbursement of dispute-related expenses.

## **ORDERS**

19. Within 30 days of the date of this order, I order Taste to pay Maple Leaf a total of \$1,279.23, broken down as follows:

- a. \$814.98 in debt for unpaid work,
- b. \$339.25 in pre-judgment contractual interest at 26.824% per year, and
- c. \$125 in CRT fees.

20. Maple Leaf is entitled to post-judgment interest, as applicable.

21. 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.

22. 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.

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Richard McAndrew, Tribunal Member