



Civil Resolution Tribunal

Date Issued: October 7, 2021

File: SC-2021-000821

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Soontiens-Olsen v. Haaf*, 2021 BCCRT 1074

BETWEEN:

GABRIELLE SOONTIENS-OLSEN

APPLICANT

AND:

ASHLEY HAAF

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, Gabrielle Soontiens-Olsen, is a self-employed pet sitter and pet walker. She claims for several nights of dog sitting services she provided for the respondent, Ashley Haaf. Ms. Soontiens-Olsen says Ms. Haaf must pay her \$15 for

each hour spent dog sitting. In total, she claims \$855, which includes some dog walking services and other expenses.

2. Ms. Haaf says although she hired Ms. Soontiens-Olsen in the past for dog walking at \$15 per hour, she never agreed to pay an hourly rate for overnight sitting. She has not paid anything toward the dog sitting and does not suggest an amount she should pay. I infer that she asks me to dismiss the claim.
3. Each party 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 the parties agreed on a rate for overnight dog-sitting, and if not, what rate should apply.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil dispute, Ms. Soontiens-Olsen must prove her claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
10. Ms. Soontiens-Olsen started walking Ms. Haaf's dog in early November, 2020. She usually walked the dog twice a day for a total of 3 hours, at an agreed rate of \$15 per hour. Ms. Soontiens-Olsen's records show that she walked Ms. Haaf's dog on November 9, 10, 16, 17, 18 and 20, 2020. On November 20, she also shoveled Ms. Haaf's driveway for an agreed price of \$30. None of this is disputed, but Ms. Haaf did not pay all of these amounts, which I return to at the end of this decision.
11. Later that month, Ms. Haaf had to leave town due to a family emergency. She asked Ms. Soontiens-Olsen to take care of her dog overnight in Ms. Haaf's home starting November 23. Ms. Soontiens-Olsen agreed and cared for the dog until November 28, a total of 5 nights. She generally arrived at 10 pm and left at 8 or 9 am, returning to walk the dog for 1-2 hours in the afternoon.
12. Ms. Soontiens-Olsen says the hourly rate was undisputed and Ms. Haaf only attempted to argue the rate after the work was complete. She argues that because she had already worked for Ms. Haaf at \$15 per hour and the parties did not discuss changing the rate from hourly to daily, the hourly rate applied to overnight dog sitting.

13. Although the parties previously agreed on a \$15 hourly rate, Ms. Soontiens-Olsen had only ever provided dog walking services for Ms. Haaf, not sitting or overnight work. I find the \$15 hourly rate applied only to dog walking. I say this in part because the parties had previously discussed dog-sitting rates. In a text or Facebook message on October 23, 2020, Ms. Haaf asked about the dog-sitting rate. Ms. Soontiens-Olsen said, “It would depend on the length you need me to sit, but I ballpark \$15/hr unless it goes over 6 hours, then we can figure out a daily rate that you are comfortable with.” She added that if the sitting period spanned days, the cost would “not be per hour!”
14. Based on this message, I find Ms. Haaf had a reasonable expectation that Ms. Soontiens-Olsen’s rate for overnight dog sitting for 5 days would not be an hourly rate and would work out to less than \$15 per hour. Unfortunately, likely due to the urgent nature of Ms. Haaf’s need to travel, the parties did not explicitly reach an agreement about the overnight rate.
15. I acknowledge the screenshot Ms. Soontiens-Olsen provided from her Facebook business page that says pet sitting starts at \$15 per hour, but there is no date on the screenshot and no way to verify that the information displayed has not changed. In any event, the page says pet-sitting prices can be negotiated.
16. I also acknowledge that Ms. Haaf did not initially dispute what Ms. Soontiens-Olsen said she owed. However, Ms. Soontiens-Olsen only provided a total figure and not an invoice with a breakdown of the hours and the hourly rate. In the circumstances, I do not consider Ms. Haaf’s delay in disputing the amount evidence of a previous agreement. I find there was no agreement on the overnight dog-sitting rate.
17. When contracting parties have agreed to provide goods or services that were clearly intended to be paid for, but they have not agreed on payment terms, a contractual term to pay a reasonable price can be implied: see *Hugh’s Contracting Ltd. v. Stevens*, 2015 BCCA 491. In the circumstances, I find Ms. Soontiens-Olsen is entitled to a reasonable price for the dog-sitting services she provided.

18. What is a fair price for a night of dog sitting? In her October 23 message Ms. Soontiens-Olsen said if dog sitting lasted over 6 hours at \$15 per hour, she switched to a daily rate. I therefore find a reasonable minimum is \$90 (6 x \$15). The longest she stayed overnight at Ms. Haaf's was 11 hours, so I find a reasonable maximum is \$165 (11 x \$15).
19. I find that spending a night with a dog is less demanding than walking a dog in that it requires less physical effort. It is also less demanding than daytime sitting because both the dog and the dog watcher are expected to be sleeping for most of the night. Although Ms. Soontiens-Olsen said the dog was anxious, she did not say she had to wake up during the night, so I find she spent most of the overnight time sleeping. That said, I find she likely spent some time with the dog before going to sleep and upon waking, such as taking the dog outside.
20. I also put weight on the fact that Ms. Soontiens-Olsen stayed 5 consecutive nights, and her October 23 message indicated she would charge a lower rate for longer periods such as vacations.
21. Taken together, the circumstances point to a rate closer to the minimum identified above. On a judgment basis, I find a reasonable sum for each night of dog sitting is \$110. For 5 nights, this works out to \$550.
22. Because Ms. Haaf has paid Ms. Soontiens-Olsen in incremental amounts not necessarily tied to any particular work or invoice I must piece together what is owed. Ms. Soontiens-Olsen's uncontested records show she did 23 hours of dog walking, at \$15 per hour, for \$345. Ms. Haaf also agreed to pay her \$30 for shoveling her driveway and \$25 for dog food. Those amounts are not disputed and total \$400. Ms. Soontiens-Olsen's records show that Ms. Haaf has paid \$340 to date. So, I find Ms. Haaf owes \$60 for the dog walking and other undisputed costs, and \$550 for the dog-sitting services. In total, Ms. Haaf must pay Ms. Soontiens-Olsen \$610.

23. The *Court Order Interest Act* applies to the CRT. Ms. Soontiens-Olsen is entitled to pre-judgment interest on the \$610 from December 1, 2020, the first date she requested payment, to the date of this decision. This equals \$2.35.
24. 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 Ms. Soontiens-Olsen is entitled to reimbursement of \$125 in CRT fees. She did not claim any dispute-related expenses.

ORDERS

25. Within 30 days of the date of this order, I order Ms. Haaf to pay Ms. Soontiens-Olsen a total of \$737.35, broken down as follows:
 - a. \$610.00 in debt,
 - b. \$2.35 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125.00 in CRT fees.
26. Ms. Soontiens-Olsen is entitled to post-judgment interest, as applicable.
27. 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.

28. 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.

Micah Carmody, Tribunal Member