



Civil Resolution Tribunal

Date Issued: December 23, 2021

File: SC-2021-001375

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Marigold Trucking Ltd. v. Boparai Custom Home Developers Ltd.*,
2021 BCCRT 1337

B E T W E E N :

MARIGOLD TRUCKING LTD.

APPLICANT

A N D :

BOPARAI CUSTOM HOME DEVELOPERS LTD. and RANJIT
BOPARAI

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about soil and gravel transportation. The applicant, Marigold Trucking Ltd. (Marigold), says the respondents, Boparai Custom Home Developers Ltd. (Boparai Ltd.) and Ranjit Boparai, hired Marigold to haul away soil and supply gravel

to various locations. Marigold says Boparai Ltd. and Mr. Boparai paid for some services, but failed to pay for gravel supplied on July 11 and 17, 2020, which Marigold says it initially forgot to invoice for. Marigold claims \$2,073.75 for its unpaid invoice.

2. Boparai Ltd. and Mr. Boparai say that they have already paid Marigold's invoices, and say the amounts claimed for July 11 and 17, 2020 are false and they owe nothing.
3. Marigold is represented by an employee or principal. Mr. Boparai represents himself and Boparai Ltd.

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. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

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.

Parties to the dispute

8. Marigold named both Boparai Ltd. and Mr. Boparai as respondents in this dispute. I infer Mr. Boparai is a Boparai Ltd. director. At law, officers, directors and employees of corporations are not personally liable unless they have committed a wrongful act independent from that of the corporation (see: *Merit Consultants International Ltd. v. Chandler*, 2014 BCCA 121). Here, Marigold's invoices were issued to "Boparai Custom Homes", so I find the invoices were issued to Boparai Ltd. rather than to Mr. Boparai. Marigold did not provide any evidence that Mr. Boparai committed a wrongful act independent of Boparai Ltd. So, I dismiss Marigold's claims against Mr. Boparai personally.

ISSUE

9. The issue in this dispute is to what extent, if any, Boparai Ltd. must pay Marigold \$2,073.75.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove its claims 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.
11. The parties agree that Boparai Ltd. hired Marigold to haul away soil and supply gravel to various locations. Marigold says that when it invoiced Boparai Ltd. for the work

completed in July and August 2020, it forgot to include two loads of gravel. Boparai Ltd. does not dispute that it hired Marigold to transport soil and gravel. However, Boparai Ltd. denies that it owes Marigold anything for the services Marigold allegedly provided on July 11 and 17, 2020.

12. Marigold submitted a July and August 2020 invoice (invoice 227) and a November 2020 invoice (invoice 307). Boparai Ltd. does not dispute receiving both invoices.
13. Invoice 227 charged Boparai Ltd. for several loads to a Grant Avenue address in Port Coquitlam. It is undisputed that Boparai Ltd. paid this invoice in full, after Marigold corrected the GST calculation.
14. Invoice 307 includes several loads to other addresses in Coquitlam and Maple Ridge. At the bottom of invoice 307, it notes “forgot to add these two loads to loads in July invoice to verify please check inv #0227” (reproduced as written). The invoice then listed the two following charges, which I have summarized as follows:
 - a. July 11, 2020 – Grant Avenue address – “Linterra” – 1 load – \$1,025
 - b. July 17, 2020 – Grant Avenue address – “60684 slip no.” – 1 load - \$950
15. The copy of invoice 307 submitted in evidence by Boparai Ltd. includes a handwritten note that it received the invoice on December 8, 2020, and that it did not pay \$2,073.75 of this invoice for the July 2020 charges, but paid the remainder of the invoice. Marigold does not dispute this.
16. Marigold submitted two third-party slips in support of its claim for the July 2020 charges.
17. A July 10, 2020 slip from Linterra Aggregates Ltd. shows “14.25 tonni of $\frac{3}{4}$ ” clear crush” was supplied to Marigold to be shipped to Coquitlam. The Grant Avenue address is added in pen to the slip. I find the July 10, 2020 slip supports Marigold’s July 11, 2020 charge on invoice 307. I say this because the charge on invoice 307 indicates that it was a load supplied by Linterra.

18. A July 16, 2020 slip from MountainSide Quarries Group Inc. “ticket # 60684” shows “19 mm road mulch” was picked up by Marigold. A “Grant Street” address is listed. I find this was an error, as the actual address number matches the Grant Avenue address. I find the July 16, 2020 slip supports Marigold’s July 17, 2020 charge on invoice 307. I say this because the slip number referenced on invoice 307 matches the July 16, 2020 slip number.
19. Boparai Ltd. argues that the two charges on invoice 307 are false. For the following reasons, I find Marigold has provided sufficient evidence to support these two charges.
20. I place significant weight on the fact that Marigold provided two third-party slips to support its claimed invoice charges. I find the slips support the invoice 307 charges for the two additional July loads. I have reviewed invoice 227 and invoice 307. I find that neither of the two charges claimed by Marigold on invoice 307 for the two July 2020 loads were previously charged on invoice 227.
21. Boparai says the slips are inaccurate because both are dated one day prior to the claimed charges. Marigold did not explain this discrepancy. However, the slips match the charges on invoice 307, and I find the slips were not previously listed on invoice 227. So, I find that nothing turns on the one day difference between the slips and the invoice charges, and do not show that the charges claimed by Marigold are false.
22. Boparai Ltd. also says that the Grant Avenue address was added in pen to the July 11, 2020 slip, and this slip could have been for another of Marigold’s clients. However, the slip listed Coquitlam as the “ship to” address. I find this is sufficient, on balance, and without further evidence to the contrary, to show that Marigold was providing this load to Boparai Ltd. at the Grant Avenue address in Coquitlam.
23. Boparai Ltd. also says that it started work at the Grant Avenue address on July 17, 2020 and Marigold did not deliver gravel on July 11 or July 17, 2020. However, invoice 227 shows Marigold delivered several loads to the Grant Avenue address on July 17, 2020. Invoice 227 was undisputedly paid by Boparai Ltd. I find it unlikely that Boparai

Ltd. would have paid invoice 227 if Marigold did not deliver the July 17, 2020 loads listed on that invoice. Given the conflict between invoice 227 and Boparai's submissions, I place no weight on Boparai's submissions that Marigold did not deliver gravel on July 11 and July 17, 2020. I find it more likely than not that Marigold delivered loads on July 11 and 17, 2020.

24. Despite Boparai Ltd.'s argument that these charges should have been included on invoice 227, I accept Marigold's note on invoice 307 that it forgot to invoice for these two loads in July and August 2020.
25. I find that on balance, Marigold has proven that it delivered gravel to the Grant Avenue address for Boparai Ltd. on July 11 and July 17, 2020, and charged for the loads on invoice 307.
26. As noted, Boparai Ltd. acknowledged that it did not pay \$2,073.75 for the two July 2020 charges on invoice 307. So, I find Boparai Ltd. must pay Marigold \$2,073.75 for the July 11 and July 17, 2020 loads, as invoiced on invoice 307.
27. The *Court Order Interest Act* applies to the CRT. Marigold is entitled to pre-judgment interest on the \$2,073.75 from November 30, 2020, the date of the invoice to the date of this decision. This equals \$9.92.
28. 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 Marigold is entitled to reimbursement of \$125 in CRT fees. Marigold did not claim any dispute-related expenses.

ORDERS

29. Within 30 days of the date of this order, I order Boparai Ltd. to pay Marigold a total of \$2,208.67, broken down as follows:
 - a. \$2,073.75 in debt,

- b. \$9.92 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

30. Marigold is entitled to post-judgment interest, as applicable.

31. I dismiss Marigold's claims against Mr. Boparai.

32. 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.

33. 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.

Leah Volkers, Tribunal Member