



Civil Resolution Tribunal

Date Issued: January 26, 2022

File: SC-2021-004629

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shang v. Pattar*, 2022 BCCRT 101

BETWEEN:

KAI XIANG SHANG

APPLICANT

AND:

GURVEER PATTAR and HARDEEP BHUGRA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for landscaping work. The applicant landscaper, Kai Xiang Shang, claims a total of \$4,737.50 for landscaping work completed for the respondent homeowner Hardeep Bhugra.
2. Hardeep Bhugra hired the respondent contractor Gurveer Pattar. As discussed below, a corporation rather than Kai issued the quote and invoices to Gurveer Pattar as “builder”. None of the parties provided their pronouns and titles when asked, and so without intending any disrespect for the rest of this decision I will refer to them all by their first names.
3. Both respondents say Kai’s work was incomplete and defective. Hardeep says they ended up hiring another company to complete and fix the work at additional expense.
4. The parties are each self-represented.

JURISDICTION AND PROCEDURE

5. 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). 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT’s mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute based on the submitted evidence and through written submissions.

7. Under CRTA section 42, 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.
8. Where permitted by CRTA section 118, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUE

9. The issue is whether Kai is entitled to the claimed \$4,737.50 from either respondent for landscaping services provided by an affiliated corporation.

EVIDENCE AND ANALYSIS

10. In a civil claim like this one, as the applicant Kai has the burden of proving their claims, on a balance of probabilities (meaning “more likely than not”). However, as discussed below, the party alleging deficiencies (here, Hardeep) has the burden of proving them. I have only referenced below what I find is necessary to give context to my decision. I note Gurveer did not provide any evidence or submissions, despite having the opportunity to do so.
11. In response to an agreed Statement of Facts drafted by the CRT case manager, Kai and Hardeep agree that “the applicant” provided landscaping services to the homeowner Hardeep, and that Gurveer acted as the general contractor overseeing the project on Hardeep’s behalf.
12. Given Kai’s agreement that the landscaping services at issue were provided to Hardeep and that Gurveer acted only as the “builder”, I dismiss Kai’s claims against Gurveer. I find no legal basis to hold Gurveer personally responsible for acting as Hardeep’s agent, particularly when the principal Hardeep was directly named as a respondent.

13. I also dismiss Kai's claims against Hardeep. This is solely based on the fact the quote and all invoices issued for the landscaping work done for Hardeep were not issued by Kai personally. Rather, they were issued by a corporation "Kai Shang Garden & Landscaping Ltd.". I accept that the applicant Kai is likely affiliated with this corporation given the name. However, a corporation is a separate legal entity distinct from its officers and owners. I find the landscaping contract was between the corporation and Hardeep (with Gurveer acting as Hardeep's agent).
14. I therefore find Kai has no standing to bring this claim, even though Hardeep agreed Kai (an individual) provided the landscaping services, which I find unsurprising as the evidence indicates Kai personally provided the labour. This means I find no legal basis to award the applicant Kai, an individual, any compensation for contractual debts that may be owed to the corporation.
15. So, without examining the merits of the claim and whether Hardeep has proven any deficiencies, I dismiss Kai's claims. Nothing in this decision prevents the corporation from filing a claim against Hardeep, subject to the applicable limitation period.
16. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Kai was unsuccessful, I dismiss their claim for CRT fees and dispute-related expenses. The respondents did not pay fees or claim expenses.

ORDER

17. I dismiss Kai's claims and this dispute.

Shelley Lopez, Vice Chair