



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Laura Cropper PR Inc. v. Mume Tea & Ware Ltd. dba
Cultivate Tea, 2022 BCCRT 185*

BETWEEN:

LAURA CROPPER PR INC.

APPLICANT

AND:

MUME TEA & WARE LTD. dba CULTIVATE TEA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This dispute is over payment for media relations services.
2. The applicant, Laura Cropper PR Inc., is a media relations company that does business as Story PR (Story). The respondent, Mume Tea & Ware Ltd. dba Cultivate Tea (Cultivate), operates a tea shop. Cultivate hired Story to do media relations for

the opening of its new tea shop location in Vancouver. Story says it delivered the agreed scope of work with excellent results and Cultivate only paid half of its fees. Story seeks \$2,433.38 for its remaining fees under the contract.

3. Cultivate disputes the claim. It says Story did not provide the agreed services or meet the project objectives and so it does not owe Story any further payment.
4. The parties are each represented by their owner or director.
5. For the reasons that follow, I find Cultivate must pay Story the claimed \$2,433.38.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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.

ISSUES

10. The issues in this dispute are whether Story is entitled to further payment for the media relation services it provided Cultivate and if so, how much?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant Story must prove its claims on a balance of probabilities (which means “more likely than not”). 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. I note Cultivate chose not to submit any evidence although I find it was provided with a reasonable opportunity to do so.
12. In March 2019 the parties agreed to a proposal for Story to carry out a media relations project to launch Cultivate’s new tea shop location. The project’s objectives were to expand Cultivate’s customer base, drive visits to the new tea shop, differentiate Cultivate from its competitors, and educate and shape “the conversation around the tea culture”.
13. On April 3, 2019, the parties signed a contract for a project duration of approximately 10 weeks. The contract required Story to provide the following media relation services: writing news releases, developing media lists and a pitch template, developing and distributing “highly targeted pitches”, and coordinating, capturing, and reporting coverage. Cultivate agreed to pay Story a fee of \$4,500 plus GST and 3% “OSF” and expenses for these services. The contract stated that 50% of the project fee (\$2,433.38), was due on signing and the remaining was due as invoiced near project completion.

14. The parties agree that Cultivate paid Story the first half of the fees by Interact e-transfer on April 25, 2019. Near project completion, Story invoiced Cultivate a total of \$2,433.38 with payment due on July 9, 2019. It is undisputed that Cultivate never paid this second installment.
15. As mentioned, Story says it performed the agreed scope of services and it deserves to be paid the \$2,433.38.
16. Cultivate says Story did not complete the agreed services or meet the proposal's objectives. As a result, it says it was not able to reach the target customers or achieve the planned results as services. In particular, it says Story did not pitch a media list to all the media outlets listed in the parties' proposal. It also says the published articles did not contain the editorial content or "favourable mentions" that it had expected. It says for example, the "news release" posted in the Daily Hive had no editorial content and the editor did not come to its shop, take photos or ask questions.
17. Story says the contract provided that payment is contingent on it providing the services and not on Story achieving all the proposed objectives. It says the parties had a clear understanding that Cultivate might not get any media coverage at all despite Story's best efforts. It says there is simply no way to guarantee certain media coverage because the media are the gatekeepers and it is the editor or journalist who decide if they will run the story, when they will run it, and its content. However, Story says it was still able to garner editorial coverage in the numerous media outlets the parties had discussed and identified in the proposal. It says it achieved excellent results.
18. Story submitted copies of its emails and media pitches it sent to media outlets for Cultivate's new tea shop opening. The proposal had identified 22 potential media outlets that "may" become part of the developed media list. I find email evidence shows Story sent targeted pitches and follow-up emails to many of the media outlets listed in the proposal. Because of the word "may", I find it was not necessary for Story to include all media outlets listed in the proposal and there is also nothing stated in the signed contract that required it. I find Story's pitches for Cultivate's tea shop had

detailed content tailored to each media outlet that was consistent with the project objectives described above. I find the submitted copies of the media coverages show Story was also able to secure coverage for Cultivate's new tea shop on several of the listed media outlets, plus a talking segment on CBC. I am satisfied on the submitted evidence that Story performed the scope of services as required by the contract.

19. As for the Daily Hive, Story emailed it a fairly long pitch that introduced Cultivate's tea shop, talked about Cultivate's unique tea, its ethical tea sourcing, its owner's travels to source teas in remote locations, and other tea-culture information. I find there was enough content to help a journalist create an editorial style piece. Story also sent photographs, invited questions, and followed up with Daily Hive's editor to invite them to tour the new tea shop for a tasting. I find it is within ordinary knowledge that a media relations business would not be able to guarantee a particular outcome for its client and I find no such guarantee in the parties' agreement. Based on the submitted evidence, I find it was not Story's failing that Daily Hive never ran the editorial piece Cultivate expected to see or that Daily Hive's editor did not show up for a tasting.
20. I find neither the contract, nor the proposal made payment contingent on Story achieving a certain outcome, like a favourable review of Cultivate's tea shop. Similarly, I find payment was not contingent on it securing editorial coverage for Cultivate through a particular media outlet. As mentioned, the contract required Cultivate to pay Story for services rendered. Given my conclusion that Story performed the services required under the contract, I find Cultivate owes Story the outstanding \$2,433.38 for its fees.
21. The parties undisputedly had no agreement about a contractual interest rate for late payment and so I find the *Court Order Interest Act* (COIA) applies to this contract instead. Story is entitled to pre-judgment interest on the \$2,433.38 debt from the July 9, 2019 invoice due date to the date of this decision. The interest equals \$64.60.
22. 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 Story is entitled to reimbursement of \$125 in paid CRT fees. Story did not claim any dispute-related expenses.

ORDERS

23. Within 30 days of the date of this order, I order Cultivate to pay Story a total of \$2,622.98, broken down as follows:
 - a. \$2,433.38 for media relation services,
 - b. \$64.60 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
24. Story is entitled to post-judgment interest, as applicable under the COIA.
25. 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.
26. 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.

Trisha Apland, Tribunal Member