



# Civil Resolution Tribunal

Date Issued: April 7, 2022

File: SC-2021-006196

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Busque Engineering Ltd. v. Placek*, 2022 BCCRT 398

B E T W E E N :

BUSQUE ENGINEERING LTD.

**APPLICANT**

A N D :

JOSEPH PLACEK aka JOEY PLACEK

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Micah Carmody

## INTRODUCTION

1. This dispute is about payment for engineering consulting services.
2. The applicant, Busque Engineering Ltd. (Busque), says it provided engineering consulting services to the respondent, Joseph Placek aka Joey Placek. Mr. Placek

undisputedly did not pay Busque's final invoice for \$1,716.92, which is the amount Busque seeks in this dispute.

3. Mr. Placek says Busque has not named the correct respondent in this dispute. Mr. Placek says he is an employee of a company called Renoviva Properties Ltd. (Renoviva), which he says engaged Busque. He also says Renoviva paid more than the "asking price" to Busque, so the claim should be dismissed.
4. Busque is represented by an employee. Mr. Placek represents himself.

## **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). 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.
6. 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.
7. 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.

8. 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**

9. The issue in this dispute is whether Mr. Placek contracted personally and, if so, whether he must pay some or all of Busque's \$1,716.92 invoice.

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil proceeding, Busque must prove its 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.
11. In July 2020, Mr. Placek emailed Busque. He said he had done some renovations on his townhouse and the strata corporation had requested an engineer "sign-off on the envelope". On July 13, 2020, Busque sent Mr. Placek a proposal. The proposal in evidence is not signed, although I infer it formed the basis of Busque's first invoice, which is not in dispute.
12. In August 2020, Mr. Placek advised Busque that he needed a building permit for the building envelope of his townhouse. On September 3, Busque sent Mr. Placek a more detailed proposal to produce the required documentation for the permit. The September proposal indicated fees of \$4,620, including \$2,000 for drawings and \$2,400 for a "budget for 3 field reviews" at \$800 each. At the end of the proposal was space for a signature under the heading "Acceptance of Proposal and Authorization to Proceed". Mr. Busque signed and returned it to Busque on September 4, 2020. Renoviva was not mentioned in the proposal.
13. Busque periodically invoiced from September 2020 through March 2021. The total invoiced was \$7,058.21. As noted, only the last invoice, dated March 31, 2021 for \$1,716.92, remains unpaid. I discuss the invoices further below.

***Did Mr. Placek contract personally with Busque?***

14. Mr. Placek says he is not responsible for Busque's unpaid invoice. He relies primarily on the fact that all invoices were made out to "Renoviva Properties Ltd., attn: Mr. Joseph Placek". This was done at Mr. Placek's request.
15. In contrast, Busque says its contract was with Mr. Placek as an individual, so he is ultimately responsible for the invoices incurred under the contract.
16. For the reasons that follow, I find on balance that Mr. Placek contracted with Busque in his personal capacity and is responsible for charges validly incurred under that contract.
17. Although he does not use these exact words, I find Mr. Placek argues that he was acting as Renoviva's agent when he signed the proposal. Under the law of agency, if an agent signs a contract in their own name without qualification, they are deemed to have contracted personally unless a contrary intention plainly appears in the document or the surrounding circumstances. If the agent adds words to their signature indicating that they sign on behalf of a principal, then they are generally considered not to have contracted personally (see *Felty v. Ernst & Young LLP*, 2015 BCCA 445).
18. After receiving the proposal on September 3, but before signing it, Mr. Placek advised Busque "you should bill & invoice Renoviva Properties Ltd. as they are paying you but on the statements and documentation, for the City, please state Placek Residence or Joseph Placek." Is this statement, in context, sufficient to establish an intention to contract as agent only? On balance, I find that it is not.
19. First, Mr. Placek undisputedly emailed Busque from his personal email account that showed no affiliation with Renoviva. Second, Busque did not acknowledge Mr. Placek's request to invoice Renoviva, and there is a later, similar request from Mr. Placek in evidence. So, although the invoices in evidence are made out to Renoviva, I find that when the parties agreed to the proposal, Busque was likely unaware of Mr.

Placek's invoicing instructions. On a related note, Mr. Placek has not established Renoviva's existence as a company on the evidence.

20. Third, the September 3, 2020 proposal was addressed only to Joseph Placek. Renoviva's name does not appear anywhere in the proposal. Below the signature line it reads "Authorized Signature Joseph Placek". While the "authorized signature" may suggest Mr. Placek was signing on behalf of another entity, there is no indication of what that entity was. Mr. Placek signed the proposal in his own name without modifying it to indicate that he was signing on behalf of Renoviva.
21. Given the above, I find Mr. Placek contracted personally with Renoviva. It follows that Mr. Placek is liable for anything owing under the contract.

### ***Busque's invoice***

22. Mr. Placek says Renoviva paid more than the "asking price" to Busque. I infer that by "asking price" Mr. Placek refers to the \$4,620 proposal. As noted, Busque charged a total of \$7,058.21, but that included work that pre-dated the proposal, for which Busque invoiced \$1,330.96 on August 31, 2020.
23. On review of the proposal, I find it was an estimate and not a fixed price contract. There were optional services listed, and the proposal said for those services, Busque would bill on an hourly basis according to specified rates depending on the service. Based on the unchallenged email evidence I accept that Mr. Placek authorized additional work, including 5 hours of a professional engineer's additional time. I also find Busque wrote off some charges. Overall, I find Busque's billing was fair and reasonable, and authorized by Mr. Placek. I find Mr. Placek must pay the outstanding \$1,716.92.
24. The *Court Order Interest Act* says interest must not be awarded if there is an agreement about interest between the parties. The parties had an agreement about interest but Busque says it does not seek interest in this dispute, so I make no order for interest.

25. 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 Busque is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses.

## **ORDERS**

26. Within 14 days of the date of this order, I order Mr. Placek to pay Busque a total of \$1,841.92, broken down as follows:

- a. \$1,716.92 in debt, and
- b. \$125.00 in CRT fees.

27. Busque is entitled to post-judgment interest, as applicable.

28. 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.

29. 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