



# Civil Resolution Tribunal

Date Issued: April 11, 2022

File: SC-2021-008215

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Maple Leaf Disposal Ltd. v. IMG Enterprises Ltd. dba Axeon Marble & Granite*, 2022 BCCRT 410

BETWEEN:

MAPLE LEAF DISPOSAL LTD.

**APPLICANT**

AND:

IMG ENTERPRISES LTD. dba AXEON MARBLE & GRANITE

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about waste disposal services. The applicant, Maple Leaf Disposal Ltd. (MLD), says the respondent, IMG Enterprises Ltd. dba Axeon Marble & Granite (IMG), has not paid invoices for waste disposal services provided. MLD claims

\$4,583.25. IMG says it did not have a contract with MLD for waste disposal services, and asks this dispute be dismissed.

2. The parties are each represented by an employee.

## **JURISDICTION AND PROCEDURE**

3. 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that 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.
6. In resolving this dispute the CRT may make one or more of the following orders, where permitted by section 118 of the CRTA:
  - a. Order a party to do or stop doing something,
  - b. Order a party to pay money, or

- c. Order any other terms or conditions the CRT considers appropriate.
7. Both parties submitted late evidence after the CRT's deadline. Each party was given an opportunity to comment on the other's late evidence. Therefore, I find that neither party was prejudiced by the late evidence. Given the CRT's mandate that includes flexibility, informality, and accessibility, I have admitted the late evidence.

## **ISSUE**

8. The issue in this dispute is whether IMG owes MLD for unpaid waste disposal services.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant MLD must prove its claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. As noted above, MLD alleges IMG has failed to pay for its waste disposal services. It is unclear what time frame MLD is claiming for. In any event, IMG says it has no contractual relationship with MLD, and that MLD is suing the wrong company. For the following reasons, I agree with IMG and dismiss MLD's claims.
11. First, on MLD's "Customer Service Agreement" dated July 27, 2018, the customer name is listed as "Admore Contracting Co. Ltd." (Admore) for service at "Axeon Marble & Granite". The account number is 63392. There is no mention of IMG.
12. Next, the evidence submitted by MLD includes several invoices. They are addressed to "Axeon Marble & Granite (O/A) Admore Contracting". The account number switches between 63392 and 64742. MLD has not explained this difference. Again, there is no mention of IMG.

13. IMG says “Axeon Marble & Granite” is a trade name owned by IMG, but is not a separate business. IMG says it and Admore are completely separate businesses, although IMG had subleased some of its warehouse space to Admore, so it shared an address for some time. IMG says it never contracted with MLD, and that MLD’s claim is against Admore, not IMG.
14. As noted above, MLD has the burden of proving its claim against IMG. I find there is no evidence before me indicating that IMG is responsible for the contract between Admore and MLD, two third party companies. Therefore, I find MLD’s claim against IMG must fail.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As MLD was not successful, I find it is not entitled to reimbursement of its paid tribunal fees. IMG did not pay any fees, and did not claim any dispute-related expenses.

## **ORDER**

16. I order MLD’s claims, and this dispute, dismissed.

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Andrea Ritchie, Vice Chair