



Civil Resolution Tribunal

Date Issued: April 12, 2022

File: SC-2021-005617

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Golestani v. Signals Design Group Inc.*, 2022 BCCRT 420

BETWEEN:

SHAHIN GOLESTANI

APPLICANT

AND:

SIGNALS DESIGN GROUP INC. and ARJUNA RUDRAKUMAR

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about compensation for unpaid wages. The applicant, Shahin Golestani, only worked for the respondent, Signals Design Group Inc. (Signals),

between June 9 and 15, 2021. Mr. Golestani claims \$916.47 in unpaid wages for that time period. The respondent Arjuna Rudrakumar is a Signals employee.

2. The respondents say Signals provided Mr. Golestani with an online link so he could complete the set-up of his account for payroll purposes, but Mr. Golestani failed to provide the necessary information. The respondents also say that Mr. Golestani engaged in time theft and so they say Signals owes only \$199.03, subject to being provided the requested personal information for payroll purposes. Signals did not file a counterclaim.
3. Mr. Golestani is self-represented. Signals is represented by an employee or principal. Mr. Rudrakumar is self-represented and adopts Signals' position in this dispute.

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). CRTA section 2 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. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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.
6. CRTA section 42 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.
8. The Employment Standards Branch (ESB) has exclusive jurisdiction over statutory entitlements under the *Employment Standards Act* (ESA). However, I find that the CRT, and not the ESB, has jurisdiction over this dispute. This is because I find Mr. Golestani's claim arises from his employment contract with Signals, and is a debt claim within the CRT's jurisdiction under CRTA section 118.

ISSUES

9. The issues in this dispute are to what extent, if any, the respondents owe Mr. Golestani any unpaid wages, and if so, whether they must pay those wages despite Mr. Golestani not having provided Signals with required personal information.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Mr. Golestani must prove its claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. Apart from their identical arguments discussed below, I note the respondents did not file any documentary evidence, despite having the opportunity to do so.
11. At the outset, I address the claim against Mr. Rudrakumar. The undisputed evidence is that Mr. Golestani worked for Signals and not Mr. Rudrakumar in his personal capacity. Mr. Golestani makes no allegations against Mr. Rudrakumar in his personal capacity and submitted no evidence to show such liability. I dismiss Mr. Golestani's

claims against Mr. Rudrakumar. The rest of my decision below addresses Signals' liability.

12. Next, I note this is not a wrongful dismissal claim. Rather, it is a claim only for unpaid wages for days worked. I place no weight on the negative reviews Mr. Golestani submitted from other Signals employees, as I find them irrelevant to the issue of whether Signals owes Mr. Golestani any unpaid wages.
13. Mr. Golestani undisputedly worked for Signals on June 9, 10, 11, 14, and 15, 2021 and has not been paid anything for those days. Mr. Golestani also argues he worked on June 12 and 13, 2021, as discussed below. Mr. Golestani says his employment agreement was documented in a contract but there is no employment contract in evidence.
14. Mr. Golestani admits that his employment contract required him to create an account in a payroll program called Collage, in order to be paid. On June 16, 2021, the day after Mr. Golestani's last day, Mr. Rudrakumar emailed him to explain that Mr. Golestani should expect an email from Collage. Mr. Rudrakumar asked Mr. Golestani to "please complete the info requested and you will be paid on our next payroll for the days you did work."
15. On July 15, 2021, Mr. Golestani emailed both Collage and Mr. Rudrakumar about an error message he had received while trying to complete his profile in the Collage system. On July 16, 2021, the Collage representative emailed Mr. Golestani that he had been "terminated" on the Collage platform. Mr. Golestani followed up with Mr. Rudrakumar on July 16 and 26, 2021. There is no evidence before me that he received a response.
16. Given the above, I do not accept the respondents' unsupported assertion that Mr. Golestani failed to provide Collage with the required information. Rather, I find the evidence shows that there was perhaps some internal error but that Mr. Golestani tried to rectify it (perhaps with some delay) and was advised he had been terminated from the Collage platform.

17. At the same time, there is nothing in evidence before me that shows Mr. Golestani contractually agreed to provide his personal information, including SIN (Social Insurance Number), in order to be paid by Signals. As noted, the respondents submitted no documentary evidence at all, and there is no employment contract in evidence. So, I find Mr. Golestani is entitled to be paid for the days he worked. Again, it is undisputed Signals never paid Mr. Golestani anything for his work. In other words, I find nothing turns on the fact Mr. Golestani never completed his profile in the Collage system.
18. I turn then to the amount Mr. Golestani is entitled to be paid. The burden of proof is on Mr. Golestani to prove his claim. The parties agree Mr. Golestani's annual salary was \$37,500. There is no evidence the parties' agreement was based on an hourly rate. As noted, Mr. Golestani claims Signals owes him \$916.47. As discussed below, the parties differ as to how much time Mr. Golestani worked and how to calculate what is owed.
19. Mr. Golestani says he worked all 7 days between June 9 and 15, 2021. Mr. Golestani says his equivalent hourly rate was \$17.97, and that he worked 51 hours in the week, totalling the claimed \$916.47. Mr. Golestani says the 51 hours are based on: a) 9 hours/day x 5 days = 45 hours, and b) 3 hours /day on each of Saturday June 12 and Sunday June 13, for an additional 6 hours.
20. In contrast, Signals says the annual \$37,500 salary should be divided by 260 working days in a calendar year, which is \$144.23 per day. Signals says it was only 5 days of work (June 9, 10, 11, 14 and 15, excluding Saturday and Sunday June 12 and 13). Signals denies Mr. Golestani worked any overtime and says overtime was not authorized. So, Signals calculates $\$144.23 \times 5 \text{ days} = \721.15 .
21. Separately, Signals works out Mr. Golestani's hourly rate equivalent to be \$24.04 per hour.
22. I do not accept Mr. Golestani's calculation method or that he worked as many hours over the 7 days as he says he did. I find this unsupported on the limited evidence,

which includes only Mr. Golestani's typed summary of his hours. I also find it unlikely Signals authorized overtime, bearing in mind Mr. Golestani was a new employee. In other words, I find it more likely that the annual salary here contemplated Monday to Friday work, rather than compensation based on an hourly basis.

23. On balance, I find the best calculation is based on 5 days of work, paid at a daily rate. I prefer Signals' calculation that the annual \$37,500 salary is based on 260 working days a year. So, I find the equivalent daily rate is \$144.23, as Signals alleges. In short, I agree with Signals that the wages owing to Mr. Golestani total \$721.15.
24. I turn then to Signals' assertions that Mr. Golestani engaged in time theft. Specifically, Signals says Mr. Golestani "stole" 3 hours of its developer's time at \$150 per hour, for a total of \$450. Signals says Mr. Golestani misled the developer that fixing Mr. Golestani's personal computer was authorized, when Signals says it was not. Signals values the total theft at \$474.04, including 3 hours of Mr. Golestani's time spent on his personal computer during Signals' time. After deducting the \$474.04 from the \$721.15, Signals says it owes Mr. Golestani only \$199.03.
25. I find Signals' time theft allegation is unsupported by any evidence, such as contemporaneous employment records or a witness statement from the developer. Plus, Mr. Golestani says Signals did not give him a work computer to use, so he needed to use his personal computer and that Signals arranged for the remote configuration of it. Given the above, I place no weight on Signals' unsupported assertions about time theft and decline to award any set-off against wages owed.
26. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Golestani is entitled to pre-judgment interest under the COIA on the \$721.15. Calculated from June 16, 2021 to the date of this decision, this interest equals \$2.67.
27. 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 the applicant was substantially successful, I allow his claim for reimbursement of \$125 in paid CRT fees. Mr. Golestani claims 10 hours for his "time

spent” on preparing for and participating in this dispute. I dismiss this expense claim as unproven and because the CRT’s rules say claims for “time spent” are generally not allowed except in extraordinary cases. This is not an extraordinary case.

ORDERS

28. Within 21 days of this decision, I order Signals to pay Mr. Golestani a total of \$848.82, broken down as follows:
 - a. \$721.15 in debt,
 - b. \$2.67 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
29. Mr. Golestani is entitled to post-judgment interest, as applicable. I dismiss Mr. Golestani’s remaining claims, including all claims against Mr. Rudrakumar.
30. Under CRTA section 48, 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.
31. Under CRTA section 58.1, the Provincial Court of BC can enforce a validated copy of the CRT’s order. 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 a Provincial Court of BC order.

Shelley Lopez, Vice Chair