



Civil Resolution Tribunal

Date Issued: April 14, 2022

File: SC-2021-008029

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shine Kitchen Cabinets Ltd. v. Dhindsa*, 2022 BCCRT 438

BETWEEN:

SHINE KITCHEN CABINETS LTD.

APPLICANT

AND:

MANJIT SINGH DHINDSA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is over reimbursement for wireless phone charges. The applicant, Shine Kitchen Cabinets Ltd. (Shine), says the respondent, Manjit Singh Dhindsa, was

provided with a wireless cell phone and service from Bell Mobility (Bell) under Shine's name for 11 months. Shine says Mr. Dhindsa had agreed to be responsible for those wireless charges. Shine says Mr. Dhindsa later ported his phone number to another provider without notice and never paid his Bell bill. Shine claims reimbursement of \$4,101.22 that it paid to Bell.

2. In his Dispute Response filed at the outset of this proceeding, Mr. Dhindsa simply said that Shine had named the "wrong person" and that he had not purchased any phone. As discussed below, Mr. Dhindsa later chose not to provide any evidence or submissions in this dispute.
3. Shine is represented by its owner, Manjit Chahal. Mr. Dhindsa is self-represented.

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.

ISSUE

8. The issue in this dispute is whether Mr. Dhindsa owes Shine the claimed \$4,101.22 for wireless phone charges.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Shine 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.
10. As noted, Mr. Dhindsa chose not to file any documentary evidence or written arguments, despite having the opportunity to do so. Given this, I find Shine’s allegations are generally undisputed, even though Mr. Dhindsa said in the Dispute Response filed at the outset that Shine had named the “wrong person”. I say this because if Mr. Dhindsa had never been employed with Shine and never had use of Shine’s cell phone and Bell plan, I find Mr. Dhindsa likely could have filed some evidence or made submissions in support of that position.
11. I turn to the relevant chronology.
12. On May 8, 2017, Shine says it provided Mr. Dhindsa with a cell phone and contract under Shine’s company plan. That same day, Mr. Dhindsa signed an “Acknowledgement Agreement – Transfer of Responsibility”. In it, Mr. Dhindsa agreed to be fully responsible for the wireless services agreement with Bell and that Shine would not be responsible for Mr. Dhindsa’s telephone charges.

13. Shine says that the parties' agreement was that Mr. Dhindsa would pay Bell directly for each telephone services invoice. I accept this evidence, because it is consistent with the acknowledgement agreement that Mr. Dhindsa would be responsible for the phone bills. However, Shine says Mr. Dhindsa never made any payments to Bell. I accept this, because Mr. Dhindsa as noted has submitted no evidence to prove otherwise.
14. Shine Says that in around April 2018, Mr. Dhindsa "ported" his cell phone number to a new service provider, without informing Bell or Shine. Again, I accept this undisputed evidence.
15. Shine says that on September 23, 2021 it paid a Bell bill on Mr. Dhindsa's behalf. In support, Shine submitted a credit card statement, showing a \$4,101.22 credit card payment to Bell. Shine also submitted monthly invoices between May 2017 and March 2018 for what I infer is the Bell account for Mr. Dhindsa's cell phone.
16. I note it is not clear when Shine became aware that Mr. Dhindsa had not paid the Bell bill or ported his number. I say this because of the potential limitation defence, in that Shine had only 2 years to begin its claim from the date it discovered it and Shine filed this dispute in October 2021. Given Mr. Dhindsa chose not to participate further by not filing any evidence or arguments, I have concluded there is no relevant limitation defence to consider. As noted, Shine did not pay the Bell bill until September 23, 2021, which was only a month before Shine filed this CRT dispute.
17. Given the evidence before me and Mr. Dhindsa's decision not to provide any evidence or submissions, on balance I find it likely Mr. Dhindsa owes Shine the claimed \$4,101.22 for the Bell phone charges. This is consistent with the parties' agreement and acknowledgement letter in evidence and the Bell invoices.
18. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest under the COIA on the \$4,101.22. Calculated from September 23, 2021 to the date of this decision, this interest equals \$10.29

19. 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. Shine was successful and so I find it is entitled to reimbursement of \$175 in paid CRT fees. No dispute-related expenses were claimed.

ORDERS

20. Within 21 days of this decision, I order Mr. Dhindsa to pay Shine a total of \$4,286.51, broken down as follows:

- a. \$4,101.22 in debt,
- b. \$10.29 in pre-judgment interest under the COIA, and
- c. \$175 in CRT fees.

21. Shine is entitled to post-judgment interest, as applicable.

22. 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.

23. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

Shelley Lopez, Vice Chair