



Civil Resolution Tribunal

Date Issued: May 3, 2022

File: SC-2021-007285

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Randall (dba Embark Dog Adventures) v. Rodriguez, 2022 BCCRT 522*

B E T W E E N :

KATE RANDALL (Doing Business As EMBARK DOG ADVENTURES)

APPLICANT

A N D :

INGRID RODRIGUEZ

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant, Kate Randall (dba Embark Dog Adventures), claims \$1,020 from the respondent, Ingrid Rodriguez for unpaid dog-walking services.

2. In her Dispute Response filed at the outset of this proceeding, Ms. Rodriguez agreed with Ms. Randall's claim. Ms. Rodriguez later chose not to provide any documentary evidence or written submissions.
3. The parties are each 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. In some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. 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 Ms. Rodriguez owes Ms. Randall \$1,020 for dog-walking services.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Ms. Randall prove her 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, Ms. Rodriguez did not provide any evidence or written argument and only said that she agreed with the claim.
11. As the claim is undisputed, I find Ms. Rodriguez owes Ms. Randall the claimed \$1,020. I note this is also supported by the parties’ text messages in evidence, where Ms. Rodriguez agreed to the dog walking services and Ms. Randall advised her of a \$940 balance as of June 16, 2021. The texts also show Ms. Rodriguez promising to pay and blaming the delay on an issue with her bank. By August 31, 2021, the undisputed balance was the claimed \$1,020.
12. In her submissions, Ms. Randall seeks .99% interest (based on what she would have earned in her savings account) but there is no evidence the parties ever agreed to such an interest rate. In the absence of an agreement about interest, the *Court Order Interest Act* (COIA) applies to the CRT. I find Ms. Randall is entitled to pre-judgment interest under the COIA on the \$1,020. Calculated from August 31, 2021 (a date I consider reasonable in the circumstances, bearing in mind the CRT’s mandate that includes proportionality), this interest equals \$3.09.
13. 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 Ms. Randall was successful, I allow her claim for reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

ORDERS

14. Within 21 days of this decision, I order Ms. Rodriguez to pay Ms. Randall a total of \$1,148.09, broken down as follows:
 - a. \$1,020 in debt,
 - b. \$3.09 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
15. Ms. Randall is entitled to post-judgment interest, as applicable.
16. 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.
17. 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