



# Civil Resolution Tribunal

Date Issued: May 26, 2022

File: SC-2021-008154

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Atwal v. G. Stephen Hamilton Law Corporation dba Hamilton & Company*,  
2022 BCCRT 618

BETWEEN:

NAVDEEP ATWAL

**APPLICANT**

AND:

G. STEPHEN HAMILTON LAW CORPORATION DOING BUSINESS  
AS HAMILTON & COMPANY

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about unpaid cancellation fees. The applicant, Navdeep Atwal, says he was hired by the respondent law firm, G. Stephen Hamilton Law Corporation doing business as Hamilton & Company (Hamilton), to provide translation services in court

for Hamilton's clients. Mr. Atwal says several court days were cancelled, and he seeks \$2,782.50 in unpaid cancellation fees.

2. Hamilton says Mr. Atwal and its clients, MS and PCAB, agreed to a final payment amount, which was paid. Hamilton denies owing Mr. Atwal any money.
3. Mr. Atwal represents himself. Hamilton is represented by Jordan Kinghorn, a lawyer with the firm.

## **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). 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.
5. 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.
6. 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.

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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Did Mr. Atwal name the correct respondent?
  - b. If so, to what extent, if any, is Mr. Atwal entitled to the \$2,782.50 in cancellation fees?

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant Mr. Atwal must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. Mr. Atwal provides translation and interpretation services in court. It is undisputed that in December 2019, a Hamilton employee, SB, contacted Mr. Atwal to find out his availability for an upcoming trial starting January 13, 2020. In a December 9, 2019 email SB provided Mr. Atwal with Hamilton’s clients’ names, MS and PCAB, and a conflict check list. MS and PCAB are not named in this dispute. The parties did not have a signed agreement.
11. In response to the December 9 email, Mr. Atwal confirmed he was available and provided his CV and rates. The documents did not disclose any cancellation fee, but Mr. Atwal’s CV said 1 week’s cancellation notice was required, and his email asked for notice of cancellation by January 2, 2020.
12. On January 2, 2020, SB confirmed Mr. Atwal’s services were requested for the trial but advised him Hamilton would be seeking an adjournment. On January 10, 2020

SB advised the trial was postponed for 1 week, now starting January 20. Mr. Atwal confirmed his availability, and in response SB asked what Mr. Atwal's cancellation fee would be if the trial was cancelled for January 20. Mr. Atwal did not respond to that email.

13. The trial started on January 20, 2020 and eventually concluded in mid-February. On February 19, 2020, Mr. Atwal provided an invoice for his services, including days attended and cancellation charges, totaling \$10,332.50. Apparently, after some discussion between Mr. Atwal and either Hamilton or MS, Mr. Atwal delivered a revised invoice on February 27, 2020 totaling \$9,452.50. This revised bill includes \$6,670 for actual time spent in court plus \$2,782.50 in cancellation fees. On February 28, 2020, Mr. Atwal provided a third invoice for just \$6,670, the time spent in court. It is undisputed MS paid this bill, with Mr. Atwal picking up the cheque directly from him.
14. Mr. Atwal says Hamilton owes the remaining balance for cancellation fees because Hamilton is the one who hired him, and that it cancelled the various days of attendance. Hamilton says it hired Mr. Atwal on behalf of its clients, who negotiated with Mr. Atwal and paid the negotiated bill in full. Mr. Atwal denies negotiating directly with Hamilton's clients.
15. The law of agency applies when one party (the principal) gives authority to another party (the agent) to enter into contracts with third parties on its behalf. So long as the agent discloses that they are acting as an agent for the principal, the agent will generally not be liable under a contract they make between the principal and third party. If Hamilton was acting as MS and PCAB's agent, then Mr. Atwal's claim against Hamilton as agent must fail. However, I find I do not need to decide on the agency issue, my reasons follow.
16. Here, I find there were no cancellation fees discussed between Mr. Atwal and Hamilton. As noted above, there were no cancellation fees specified in Mr. Atwal's email or his CV, only a cancellation notice period. Similarly, when SB asked Mr. Atwal about any cancellation fees, Mr. Atwal did not respond. So, I find there was no

meeting of the minds about payment of cancellation fees, and no agreement about it. Therefore, I find Mr. Atwal has not proven he is entitled to the \$2,782.50 he claims.

17. 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 Mr. Atwal was not successful, I find that he is not entitled to reimbursement of his paid tribunal fees. Hamilton did not pay tribunal fees or claim any dispute-related expenses.

## **ORDER**

18. I order Mr. Atwal's claims, and this dispute, dismissed.

---

Andrea Ritchie, Vice Chair