



# Civil Resolution Tribunal

Date Issued: June 28, 2022

File: SC-2021-005605

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Waste Connections Of Canada Inc. v. Grewal*, 2022 BCCRT 749

B E T W E E N :

WASTE CONNECTIONS OF CANADA INC.

**APPLICANT**

A N D :

JASBIR GREWAL also known as JASBIR KAUR GREWAL (Doing  
Business As SABZI MANDI)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Richard McAndrew

## INTRODUCTION

1. This dispute is about waste disposal services. The applicant, Waste Connections of Canada Inc. (Waste Connections), says the respondent, Jasbir Grewal also known as Jasbir Kaur Grewal, is doing business as Sabzi Mandi and owes more than \$5,000 in unpaid waste disposal services from January 2020 to October 2020. Waste

Connections claims \$5,000 in unpaid waste disposal services and abandons the excess over \$5,000, which is the Civil Resolution Tribunal's (CRT) small claims' monetary jurisdictional limit.

2. Ms. Grewal denies Waste Connections' claim. She says that she is not personally bound by waste disposal contract. Further, she also says that Waste Connections' invoices have already been paid.
3. Waste Connection is represented by an employee or principal. Ms. Grewal is self-represented.

## **JURISDICTION AND PROCEDURE**

4. These are the CRT's formal written reasons. 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 the dispute's parties that will likely continue after the CRT process has ended.
5. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the CRT's mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.
6. Section 42 of the CRTA 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Is Ms. Grewal personally bound by the waste disposal contract?
  - b. If so, does Ms. Grewal owe Waste Connections for unpaid waste disposal services?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, Waste Connections, as the applicant, must prove its claims on a balance of probabilities, meaning “more likely than not.” I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
10. Waste Connections says that Ms. Grewal hired it to perform waste disposal services for her business, Sabzi Mandi. Waste Connections provided a September 5, 2018 waste disposal contract signed by Ms. Grewal. Since Ms. Grewal does not dispute signing the contract, I find that she did.
11. The contract says that Ms. Grewal signed on behalf of a company called “Sabzi Mani” rather than “Sabzi Mandi.” In the contract, the customer’s “legal company name” was typed as “Sabzi Mandi.” However the letter “d” in “Mandi” was crossed out. This change was initialed by RS, who signed the contract on Waste Connections’ behalf. The contract says that RS was Waste Connections’ territory manager. Since the parties specifically changed the customer’s name to Sabzi Mani, and this change was

initialed by Waste Connections' representative, I find that Ms. Grewal signed the contract on behalf of Sabzi Mani, and not Sabzi Mandi as Waste Connections claims.

12. Waste Connections claims that Ms. Grewal is personally bound by the contract because Sabzi Mandi is not incorporated. Waste Connections provided a BC Registry Services company search showing no results exactly matching "Sabzi Mandi," though the search results did show a company which included "Sabzi Mandi" in its company name. However, Waste Connections did not provide any BC Registry Services search results for "Sabzi Mani." Without searching specifically for "Sabzi Mani," I find that Waste Connections has not proved that Sabzi Mani is unincorporated.
13. Waste Connections also says that Ms. Grewal does business under the trade name "Sabzi Mandi." In support, Waste Connections provided a web page showing that a business called "Sabzi Mandi Supermarket" operated at multiple locations, including the business address listed on the waste disposal contract.
14. In contrast, Ms. Grewal denies being personally bound by the waste disposal contract. She says that she did not operate a business and that the contract likely refers to a BC corporation called "0836555 BC Ltd. (Sabzi Mandi)." Ms. Grewal says that she is employed by this company. Ms. Grewal provided a certificate of incorporation for 0836555 BC Ltd., however this corporation's name does not include the phrase "Sabzi Mandi."
15. Waste Connections correctly notes that 0836555 BC Ltd. is not referenced in the contract. However, as discussed above, I find that the contract also does not name Sabzi Mandi as the customer. Rather, the contract says the customer is Sabzi Mani.
16. On balance, based on the contract's express terms, I find that Waste Connections entered the waste disposal contract with Sabzi Mani. Further, I find that nothing turns on whether the business operated under name "Sabzi Mandi" because Waste Connections has not proved that Sabzi Mani was unincorporated. So, I find that Ms. Grewal signed the contract on behalf of Sabzi Mani.

17. Further, I find that Waste Connections has not proved that Ms. Grewal became personally bound under the contract by signing on Sabzi Mani's behalf. The law of agency provides that, when an agent enters a contract on behalf of a principal, the agent is generally not personally liable under the contract. There are certain circumstances where an agent can be personally liable such as when the contract states or implies that the agent will be bound the contract. An agent can also be personally liable when the agent signs the contract in their personal capacity or the agent does not disclose the principal when the contract was entered. However, I do not find that any of these circumstances have been established in this matter.
18. Based on the above, I find that Waste Connections has not proved that Ms. Grewal entered the contract on her personal behalf. So, I find that Ms. Grewal is not bound by the contract and I dismiss Waste Connections' claim.

***CRT fees and expenses***

19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Waste Connections was not successful, I find it is not entitled to reimbursement of its CRT fees.

**ORDER**

20. I dismiss Waste Connections' claim and this dispute.

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Richard McAndrew, Tribunal Member