



Civil Resolution Tribunal

Date Issued: July 14, 2022

File: SC-2022-000624

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *9305076 Canada Ltd. v. Young*, 2022 BCCRT 803

BETWEEN:

9305076 CANADA LTD.

APPLICANT

AND:

DIANA YOUNG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Acting Chair and Vice Chair

INTRODUCTION

1. The applicant is 9305076 Canada Ltd., which does business as Sprout Landscapes (Sprout). Sprout says it provided landscaping services to the respondent, Diana

Young, and that Mrs. Young failed to pay. Sprout claims \$124.43. Sprout also claims 60% contractual interest.

2. Ms. Young admits she contacted Sprout but denies hiring it. She says the parties only arranged an interview about whether Sprout would be a good fit for her required gardening services and that Sprout did not show up for the arranged interview. Mrs. Young says Sprout emailed her on April 14, 2020 to say they would send a gardener the next day to start work and she emailed back the same day to say she had already found another gardener and did not require Sprout's services. Mrs. Young says that despite this Sprout sent a gardener on April 15, 2020 and Mrs. Young immediately sent them away.
3. Sprout is represented by its owner, Lucas Gawlik. Mrs. Young 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. 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 is whether Mrs. Young hired Sprout to do gardening work, and if so whether Sprout is entitled to the claimed \$124.43 plus 60% annual contractual interest.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Sprout must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. As noted, Mrs. Young admits Sprout’s worker attended on April 15, 2020. Her position is that she never hired Sprout and that she had only asked for an interview.
11. Sprout’s only submitted documentary evidence is a screenshot of its internal business record stating its worker C completed the “spring package” at Mrs. Young’s home on April 15, 2020. In the screenshot, there is a box for “Reminders” where it says an email was sent on April 14, 2020.
12. Mrs. Young submitted a copy of Sprout’s April 14 reminder email and a copy of her response that same day, saying “I waited for quite a while. Since I did not hear from you I thought you are not interested so somebody came by and did the job. Thanks for your interest.”

13. Sprout then responded at noon on April 15, 2020 and said, “as mentioned at time of sale, it can take up to 2-10 business days ... to service completion. ... given the cancellation time required... I may not be able to pull this particular visit from our worker’s schedule in time.” Mrs. Young responded on April 24, 2020, saying she wanted an interview before Sprout proceeded and that Sprout had never showed up for that. In this dispute, Sprout did not address Mrs. Young’s statement she had only sought an interview.
14. I find the weight of the evidence does not support a conclusion Mrs. Young hired Sprout. Contrary to Sprout’s submission, I find Sprout having her address and contact information is consistent with her request for an interview. There is no evidence before me she agreed to Sprout’s rate.
15. In any event, in her April 14 email Mrs. Young clearly told Sprout she did not want it to do any work and yet Sprout proceeded to attend anyway. In this dispute, Sprout did not explain why it could not contact its worker, such as by cell phone, to stop them from performing any gardening services. Further, there is no statement from Sprout’s worker C about what work C performed, and Mrs. Young says they did not do anything before she sent them away.
16. Given the above, I find Sprout had no agreement with Mrs. Young and find it unproven Sprout’s worker C did any work in any event. So, I dismiss Sprout’s claim.
17. I will briefly comment on Sprout’s 60% contractual interest claim. Under section 347 of the *Criminal Code*, anything in excess of 60% annually is a criminal rate. I also note there is no evidence Mrs. Young ever agreed to any interest rate. Further, a supplier cannot unilaterally impose interest in an invoice, which I note Sprout is aware of from an earlier September 2020 CRT decision, *9305076 Canada Ltd. dba Sprout Landscapes v. Katz, 2020 BCCRT 1054*. So, I would have dismissed this contractual interest rate claim in any event.
18. 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 Sprout was unsuccessful, I find it is not entitled to reimbursement of CRT fees. Mrs. Young did not pay fees or claim expenses.

ORDER

19. I dismiss Sprout's claims and this dispute.

Shelley Lopez, Acting Chair and Vice Chair