



Civil Resolution Tribunal

Date Issued: July 19, 2022

File: SC-2022-001634

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rockies Law Corporation v. Faulkner*, 2022 BCCRT 821

BETWEEN:

ROCKIES LAW CORPORATION

APPLICANT

AND:

NICOLE FAULKNER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Acting Chair and Vice Chair

INTRODUCTION

1. This dispute is about payment for legal services. The applicant law firm, Rockies Law Corporation (Rockies), says its client, the respondent Nicole Faulkner, has

failed to pay its November 30, 2020 invoice for \$820.29. Rockies claims the \$820.29.

2. Ms. Faulkner admits the debt but says she currently cannot afford to repay it.
3. Rockies is represented by one of its lawyers, David Collins, who acted for Ms. Faulkner in the underlying matter. Ms. Faulkner 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 is whether Ms. Faulkner must pay Rockies the claimed \$820.29 for legal fees.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Rockies must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read Rockies’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision. Ms. Faulkner did not submit any documentary evidence or written arguments, despite having the opportunity to do so.
10. The background facts are undisputed. On May 1, 2020, Ms. Faulkner signed Rockies’ retainer agreement. Rockies’ November 30, 2020 invoice billed Ms. Faulkner \$1,019.39 for its services. After applying the remaining trust account balance, \$820.29 was the balance owing. Despite multiple requests since December 8, 2020, Ms. Faulkner has failed to pay the \$820.29 invoice. On its face, I find the invoiced amount reasonable and in multiple emails Ms. Faulkner agreed to pay it. I find Ms. Faulkner owes the claimed \$820.29, which again is undisputed.
11. I acknowledge Ms. Faulkner’s statement that she cannot currently afford to repay the debt. However, that situation does not impact Rockies’ entitlement to an order for the undisputed debt. Rockies says it will accept payment in 2 installments, with the 1st 30 days from the CRT’s decision date and the 2nd 60 days from the decision date. Given this offer, I have reflected that payment schedule in my order below.
12. Rockies expressly waived its right to claim interest, so I make no order for interest.
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 Rockies was successful, I find it is entitled to reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

ORDERS

14. I order Ms. Faulkner to pay Rockies a total of \$945.29, broken down as \$820.29 in debt and \$125 in CRT fees. I order Ms. Faulkner to pay Rockies the \$945.29 according to the following schedule:
 - a. \$472.65 within 30 days of this decision, and
 - b. \$472.64 within 60 days of this decision.
15. Rockies is entitled to post-judgment interest, as applicable.
16. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Acting Chair and Vice Chair