



# Civil Resolution Tribunal

Date Issued: August 15, 2022

File: SC-2022-000622

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *9305076 Canada Ltd. v. Bickerstaff*, 2022 BCCRT 921

B E T W E E N :

9305076 CANADA LTD.

**APPLICANT**

A N D :

JEFFREY BICKERSTAFF

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

## INTRODUCTION

1. The applicant, 9305076 Canada Ltd. (which does business as Sprout Landscaping), says that Jeffrey Bickerstaff hired it to do landscaping work. Sprout Landscaping says that Mr. Bickerstaff never paid its \$80 invoice. Sprout Landscaping asks for an

order that Mr. Bickerstaff pay this allegedly outstanding invoice. Sprout Landscaping is represented by its owner, Lukas Gawlik.

2. Mr. Bickerstaff says that he told Sprout Landscaping that he did not want any work done. He says that Sprout Landscaping showed up anyway. He denies owing Sprout Landscaping anything and asks me to dismiss its claim. Mr. Bickerstaff is self-represented.

## **JURISDICTION AND PROCEDURE**

3. 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 the dispute's parties that will likely continue after the CRT process has ended.
4. Section 39 of the CRTA 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 sides to this dispute call into question the credibility, or truthfulness, of the other. However, in the circumstances of this dispute, I find that it is not necessary for me to resolve the credibility issues that the parties raised. I therefore decided to hear this dispute through written submissions.
5. 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.
6. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.

## **ISSUES**

7. The issues in this dispute are:
  - a. Did the parties have a contract for Sprout Landscaping to perform landscaping work?
  - b. If so, how much, if anything, does Mr. Bickerstaff owe?

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, Sprout Landscaping as the applicant must prove its case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. Sprout Landscaping provided very little detail about its claim. It says that Mr. Bickerstaff requested a quote, which Sprout Landscaping provided. It says that Mr. Bickerstaff accepted the quote. Sprout Landscaping says that when its workers arrived at Mr. Bickerstaff's home, the work had been partially completed, perhaps by a different landscaping company. Sprout Landscaping says that it proceeded to complete the unfinished part of the work anyway, and invoiced Mr. Bickerstaff a reduced amount (it does not say how much). Sprout Landscaping says that after Mr. Bickerstaff complained, it reduced the invoice even further (presumably to the claimed \$80).
10. Sprout Landscaping provided no documentary evidence to support its claim. For example, Sprout Landscaping did not provide a copy of its initial quote, correspondence between the parties, internal business records, or invoices. This is despite CRT staff informing both parties about the importance of providing evidence to support their arguments. Sprout Landscaping has also been involved in numerous previous CRT disputes.
11. Mr. Bickerstaff says that the day after receiving Sprout Landscaping's quote in March 2020, he phoned and emailed that he no longer wanted the service. He says

that he heard nothing further. He says that in July 2020, Sprout Landscaping showed up at his house anyway. In short, he says that the parties did not have a contract. I note that Mr. Bickerstaff says that he could not provide a copy of this cancellation email because his computer crashed, but I find ultimately nothing turns on this.

12. I say this because I find that Sprout Landscaping has failed to prove that the parties had a contract in the first place. In other words, I find that Sprout Landscaping has not proven that Mr. Bickerstaff hired it to do any landscaping work. On that basis alone, I find Sprout Landscaping has not proven that it is entitled to the claimed \$80, or anything at all. I dismiss its \$80 claim.

13. 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. Sprout Landscaping was unsuccessful, so I dismiss its claim for CRT fees and dispute-related expenses. Mr. Bickerstaff did not claim any dispute-related expenses or pay any CRT fees.

## **ORDER**

14. I dismiss Sprout Landscaping's claims, and this dispute.

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Eric Regehr, Tribunal Member