



Civil Resolution Tribunal

Date Issued: September 7, 2022

File: SC-2022-001759

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *2 Burley Men Moving Ltd. v. Barber*, 2022 BCCRT 992

BETWEEN:

2 BURLEY MEN MOVING LTD.

APPLICANT

AND:

ELNORA BARBER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about payment for moving services.
2. The respondent, Elnora Barber, hired the applicant, 2 Burley Men Moving Ltd. (Burley), to move her belongings between homes. The move took place on March 6,

2022. Ms. Barber undisputedly paid \$700 cash but refused to pay Burley's full \$1,034.38 invoice. Burley claims the difference, which is \$334.38.

3. Ms. Barber says Burley gave her "a quote of \$600 or \$700." She also says the movers were slow and unreasonable. I infer that she asks me to dismiss Burley's claim.
4. Burley is represented by an employee. Ms. Barber represents herself.

JURISDICTION AND PROCEDURE

5. 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.
6. 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. 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 in the interests of justice.
7. 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.
8. 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

9. The issues in this dispute are whether the parties agreed to a fixed price, and if not, whether Burley's charges were reasonable.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Burley must prove its claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
11. The first question is what were the key terms of the parties' agreement. Ms. Barber says Burley gave her a quote of \$600 or \$700. She says she asked if \$700 would be enough and the Burley representative told her "oh yes that will cover it." She specifically denies that it was an estimate. In contrast, Burley says it does not give "flat rate quotes" and it only provides estimates based on the information provided at the time of booking. I infer Burley argues that its employee who spoke with Ms. Barber on the phone followed this policy.
12. Burley says it gave Ms. Barber an "email confirmation" detailing the hourly charges and applicable fees. I infer that Burley is referring to an "appointment confirmation" in evidence. The appointment confirmation said the rate was \$150 per hour for 2 men, plus 1 hour of travel and a \$50 fuel fee.
13. The appointment confirmation was not signed and there is no indication that it was sent to or received by Ms. Barber. Ms. Barber does not address the confirmation but denies agreeing to pay an hourly rate.
14. In the non-binding decision of *2 Burley Men Moving Ltd. v. Fraser*, 2022 BCCRT 468, a CRT member found that where an unsigned confirmation appointment had no indication it was sent to the customer before the move, it was not binding on the customer. I agree with and apply the same reasoning in this dispute. I find the appointment confirmation was not binding on Ms. Barber.

15. Ms. Barber's evidence is that Burley's representative quoted up to \$700 for the move, and she hired Burley on the basis of that quote. Burley provided no evidence from the Burley representative that Ms. Barber spoke with, so Ms. Barber's version of events is uncontradicted by any direct evidence.
16. In *Fraser* and other decisions, the CRT has noted that Burley has appeared before the CRT numerous times and should know that it is required to produce all evidence relevant to the dispute. I prefer Ms. Barber's evidence over Burley's general submission that it does not provide firm quotes. On the evidence before me, I find Burley was entitled to charge Ms. Barber up to \$700. Since Ms. Barber undisputedly paid \$700, I find she was not contractually obligated to pay anything more.
17. Burley did not identify any other reason it may be entitled to the claimed \$334.38, so I dismiss Burley's claim. It follows that I do not need to consider Ms. Barber's other arguments about why she was not required to pay anything more than \$700.
18. 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. Ms. Barber was successful but did not pay any CRT fees or claim any expenses. I dismiss Burley's claim for CRT fees.

ORDER

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

Micah Carmody, Tribunal Member