



# Civil Resolution Tribunal

Date Issued: October 3, 2022

File: SC-2022-001888

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Canada Minibins.com Ltd. v. Abyssinia Ethiopian Restaurant Inc.*,  
2022 BCCRT 1083

B E T W E E N :

CANADA MINIBINS.COM LTD.

**APPLICANT**

A N D :

ABYSSINIA ETHIOPIAN RESTAURANT INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is about waste hauling services. The applicant, Canada Minibins.com Ltd. (CML), says the respondent customer, Abyssinia Ethiopian Restaurant Inc. (Abyssinia), owes \$850.50 in debt for its contractual obligations between March and October 2021. CML claims the \$850.50.
2. Abyssinia says it always asked for a bin with a lock and that CML repeatedly refused. Abyssinia says unknown members of the public repeatedly filled the bin and so Abyssinia refused to pay CML and asked for it to remove the bin. Ultimately, Abyssinia hired another waste hauler with a locked bin. Abyssinia says in the circumstances it owes nothing.
3. CML is represented by its CEO, Grant Hankins. Abyssinia is represented by its owner, Zewdu Gossa.

## **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 in this dispute is whether Abyssinia owes CML \$850.50 in debt under its waste hauling contract with CML.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant CML must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. The parties signed a 12-month waste hauling contract on October 22, 2020, which renewed for 60 months after the initial term. Its effective date was October 27, 2020. The monthly service fee for the 3-yard waste bin was \$70 plus tax (\$73.50).
11. CML delivered the bin on October 26, 2020. The next day Abyssinia emailed to say it was full of public trash and that it needed a lock. Abyssinia wrote that “if you don’t have a lock mechanism by tomorrow as I said I will be out.”
12. The difficulty for Abyssinia is that there is nothing in the contract about the bin being lockable. While there is no specific pre-printed section to indicate a lock or not, there is a box for “special instructions” and this was left blank. There is no evidence before me that Abyssinia required a lock as part of the parties’ contract. Abyssinia says it requested a lock “from the beginning” but in support relies on its October 27,

2020 email, which was sent after the contract was signed. Section 9 of the contract sets out extra charges for locks and other items, and there were no extra charges on the parties' contract. I find the parties' contract did not include a lock for the bin. I note there is also no explanation for why Abyssinia did not just attach its own padlock to the bin rather than letting it repeatedly fill with public trash.

13. While I acknowledge Abyssinia advised CML that it wanted a locking bin by October 27, 2020, the contract was already effective that day. As noted, I find the contract did not require CML to provide a lock. So, I find Abyssinia is not relieved of responsibility under the contract simply because CML did not provide a free lock for the bin.
14. I turn then to the value of the CML's claim and the contract's terms. Here, CML claims \$850.50, which is based on 8 monthly invoices between March and October 2021 for \$73.50 plus a \$262.50 March 2022 invoice for "removal fees".
15. It is undisputed Abyssinia stopped paying CML in March 2021. CML says it continued to supply services until October 6, 2021 and finally stopped service on October 6, 2021. Abyssinia emailed CML on November 12, 2021 asking CML to pick up a cheque and remove the bin. I note that while the contract contained an automatic renewal clause, CML specifically does not claim liquidated damages in this dispute. It claims only in debt for the services provided between March 2021 and October 2021, plus the bin removal.
16. I find there is no evidence that Abyssinia cancelled the contract in accordance with its terms, which required written notice by certified mail between 90 and 120 days before the current term's end (known as a cancellation window). So, I find CML was entitled to continue to charge for monthly service under the contract. I find CML is entitled to the claimed monthly \$73.50 charges.
17. Because Abyssinia did not cancel the contract within the cancellation window, Abyssinia did not remove the bin in fall 2021. However, it ultimately did so in March 2022 which I find it was entitled to do. The contract also expressly says there is a

\$250 charge for bin removal. With tax, this equals the \$262.50. I find CML is entitled to this amount. In summary, I allow the claimed \$850.50.

18. The *Court Order Interest Act* (COIA) applies to the CRT. I find CML is entitled to pre-judgment interest under the COIA on the \$850.50. Calculated from March 31, 2022 (a date I find reasonable) to the date of this decision, this interest equals \$4.73.
19. 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 CML was successful, I allow its claim for reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

20. Within 21 days of this decision, I order Abyssinia to pay CML a total of \$980.23, broken down as follows:
  - a. \$850.50 in debt,
  - b. \$4.73 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
21. CML is entitled to post-judgment interest, as applicable.
22. 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, Vice Chair