



Civil Resolution Tribunal

Date Issued: November 16, 2022

File: SC-2022-002913

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hedayati v. Longbridge Academy Inc.*, 2022 BCCRT 1243

B E T W E E N

ALI HEDAYATI (Doing Business As UNIVISA IMMIGRATION SERVICES)

APPLICANT

A N D :

LONGBRIDGE ACADEMY INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This small claims dispute is about a student referral commission. The applicant, Ali Hedayati, doing business as Univisa Immigration Services, says he sent a student to the respondent Ontario school, Longbridge Academy Inc. (Longbridge). Mr. Hedayati claims \$2,100 in unpaid commission.

2. Longbridge says that it does not have a contract with Mr. Hedayati and denies Mr. Hedayati's claim that he recruited the student to its school.
3. Mr. Hedayati is self-represented. Longbridge is represented by its owner, Nazanin Akbari.

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). 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.
5. 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.
6. 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.
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.
8. Mr. Hedayati is located in BC and he signed the contract in BC. However, as discussed above, this dispute relates to student recruitment to a school located in

Ontario. Though Longbridge gave the CRT a contact address in Ontario, I find that Longbridge has attorned or agreed to the CRT's jurisdiction for the following reasons. Attornment occurs when a respondent is deemed to have submitted to a court's or tribunal's jurisdiction that they would otherwise not be subject to, by actions inconsistent with a denial of that jurisdiction (*Nordmark v. Frykman*, 2019 BCCA 433 at paragraph 47). In *Imagist Technologies Inc. v. Red Herring Communications, Inc.*, 2003 BCSC 366, the court found that the defendant had accepted the court's jurisdiction by filing an appearance and a statement of defence, and by participating in discovery. Similarly, Longbridge has participated in this dispute by submitting a Dispute Response, evidence and submissions, without raising any concerns about the CRT deciding this dispute. In doing so, I find that Longbridge has agreed to the CRT's jurisdiction in this dispute.

ISSUE

9. The issue in this dispute is whether Longbridge owes Mr. Hedayati \$2,100 in unpaid student referral commissions.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Mr. Hedayati must prove his claim on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. The following facts are not disputed. A foreign individual hired Mr. Hedayati to arrange school admissions and an immigration visa for their child, MG, to study in Canada. Mr. Hedayati contacted Longbridge on May 24, 2021 to discuss sending MG to the school. Longbridge told Mr. Hedayati that it pays a \$2,000 commission for sending students. Mr. Hedayati sent MG's records to Longbridge on May 25, 2021. Several hours later, Longbridge sent Mr. Hedayati an invoice for MG's tuition and an offer of admission for MG. Mr. Hedayati sent MG's tuition payment to Longbridge and MG

began attending the school in January 2022. Longbridge has not paid any commission to Mr. Hedayati.

12. Mr. Hedayati says Longbridge is contractually required to pay a commission for referring MG to the school. Longbridge had sent Mr. Hedayati an unsigned partnership agreement on May 27, 2021. The contract says that Longbridge will pay Mr. Hedayati a \$2,000 commission to recruit students. Mr. Hedayati signed and returned the contract the same day.
13. Longbridge argues that it is not bound by the contract because it did not sign it. I disagree. There is no general requirement that a contract must be signed in order to be effective. Parties can form a contract through their conduct if they show that they agreed to the contract's terms. (See *Crosse Estate (Re)*, 2012 BCSC 26, at paragraph 29-31). Here, Longbridge drafted the contract and sent it to Mr. Hedayati. In doing so, I find that Longbridge offered to enter a contract with Mr. Hedayati on those terms. Further, I find that Mr. Hedayati accepted Longbridge's offer by signing and returning the contract. Based on the above, I find that the parties entered a binding agreement, on the contract's terms, even though Longbridge did not sign it. So, I find that Longbridge has a contractual obligation to pay Mr. Hedayati \$2,000 if Mr. Hedayati recruited MG to attend the school.
14. Longbridge also argues that Mr. Hedayati is not entitled to a commission because it alleges that MG was already registered as a student before Mr. Hedayati had initially contacted them. However, Longbridge did not provide supporting evidence showing this alleged prior registration. Further, Longbridge issued its letter acceptance of MG after Mr. Hedayati contacted it. Based on this timing, I am not satisfied that MG was already registered as a student before Mr. Hedayati contacted Longbridge.
15. Longbridge also argues that Mr. Hedayati is not entitled to a commission because he did not recruit MG. Rather, Longbridge says that MG's parents planned to send their child to Longbridge before they retained Mr. Hedayati because MG's cousin was already a student there.

16. Longbridge provided a set of May 25, 2021 text messages exchanged between its owner, Nazanin Akbari and Mr. Hedayati. Though the text messages are written in a foreign language, Longbridge provided an electronically created translation of the text messages to English. Since Mr. Hedayati did not object to the translation, I accept the English translation provided by Longbridge. In the text messages, Ms. Akbari told Mr. Hedayati that she recognized MG's family immediately after Mr. Hedayati sent MG's records. Ms. Akbari also told Mr. Hedayati that MG had a cousin at the school.
17. Further, Longbridge provided a September 1, 2022 statement from HG, MG's aunt. HG wrote that Mr. Hedayati did not refer MG to Longbridge. Rather, HG wrote that they had introduced Longbridge to MG. HG says that their child, SH, was already attending Longbridge and they were very satisfied with the school. Further, Longbridge provided a January 29, 2022 receipt showing that it had paid SH a \$2,000 student referral commission for referring MG to the school.
18. In contrast, Mr. Hedayati says that MG's parents asked him to choose a school during their initial consultation. Mr. Hedayati admits that MG's parents provided some suggestions based on their own research. However, he says that MG's parents were not sure which school would be best for MG's education needs and would satisfy their immigration requirements. Mr. Hedayati says that MG's parents relied on his research and knowledge because they were not present in Canada.
19. On balance, I find that Mr. Hedayati did not recruit MG to attend Longbridge. I reach that conclusion based on Ms. Akbari's immediate recognition of MG's family, HG's statement that MG's family sent MG to the school based on their cousin's experience based and Longbridge's student referral commission receipt. Though Mr. Hedayati contacted the Longbridge and sent MG's tuition payment, I find this does not prove that Mr. Hedayati recruited MG to attend Longbridge. Rather, based on the evidence discussed above, I find it more likely that MG's parents decided to send MG to Longbridge, independent of Mr. Hedayati's services. Further, I find it likely that MG's parents asked Mr. Hedayati to enroll MG at the school, under their agreement with Mr. Hedayati to provide school admission and immigration visa services. In the

absence of further evidence, I find that Mr. Hedayati has not proved that he recruited MG to attend Longbridge by proving his enrollment services.

20. For the above reasons, I find that Mr. Hedayati has not proved that he recruited MG to attend the school. So, I find that Mr. Hedayati is not entitled to payment of a commission under his contract with Longbridge and I dismiss his claim.

CRT fees and expenses

21. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Since Mr. Hedayati was unsuccessful, I find that he is not entitled to reimbursement of CRT fees. Neither party claimed any CRT dispute-related expenses, so none are ordered.

ORDER

22. I dismiss Mr. Hedayati's claim and this dispute.

Richard McAndrew, Tribunal Member