



Civil Resolution Tribunal

Date Issued: December 2, 2022

File: SC-2022-000825

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thompson v. Haynes*, 2022 BCCRT 1303

BETWEEN:

FRED THOMPSON

APPLICANT

AND:

ROBERT HAYNES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for rototilling work. The respondent, Robert Haynes, hired the applicant, Fred Thompson, to till part of Mr. Haynes' property. Mr. Thompson says the parties verbally agreed on \$300 for the job and he claims that amount.
2. Mr. Haynes says the parties had agreed \$200 was the job's price. Mr. Haynes says Mr. Thompson tried to cash Mr. Haynes' \$200 cheque but by the time he did so it was stale-dated. More on the cheque below.
3. The parties are each 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. In some respects, both parties call into question the credibility, or truthfulness, of the other. In the circumstances here, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.
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 Mr. Haynes owes Mr. Thompson \$300, or \$200, for the tilling work Mr. Thompson undisputedly completed.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Thompson must prove his 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. I note Mr. Haynes did not submit any documentary evidence, despite having the opportunity to do so.
10. It is undisputed the parties’ agreement was verbal and Mr. Thompson completed the tilling work satisfactorily. Mr. Haynes says Mr. Thompson deposited Mr. Haynes’ \$200 cheque (dated June 3, 2021) but it was stale-dated and could not be cashed. The envelope addressed to Mr. Thompson has a Canada Post stamp that suggests it was mailed around October 27, 2021.
11. In a Statement of Facts Mr. Thompson agreed he tried to deposit the \$200 cheque but in his submissions he says he “did not cash the cheque”. In any event, I find nothing turns whether Mr. Thompson tried to cash the \$200 cheque. In particular, I find his doing did not mean the parties agreed to only \$200 for the job. The evidence shows Mr. Thompson did pursue Mr. Haynes for the full \$300 around the same time as he tried to cash the cheque.

12. In the Statement of Facts the parties agree that in around November 2021, Mr. Haynes phoned Mr. Thompson to ask that he leave the stale-dated cheque on his truck's seat, and that Mr. Haynes would leave a replacement cheque there for Mr. Thompson to retrieve. Mr. Thompson never returned the stale-dated cheque.
13. The parties also agree that this dispute is over whether Mr. Haynes agreed to pay \$300 for the job or only \$200.
14. Verbal agreements are enforceable, but they can be harder to prove. In support of his position, Mr. Thompson submitted a May 6, 2022 sworn statement from AB. AB says they were present when Mr. Thompson quoted Mr. Haynes \$300 for the tilling job. AB says they have worked with Mr. Thompson several times over the years. AB says that after the job Mr. Haynes gave "us" a dozen fresh eggs and told them to return the next day for the \$300 payment. AB says they and Mr. Thompson returned the next day but Mr. Haynes did not show up. AB says Mr. Haynes then asked Mr. Thompson to return to do more tractor work cutting hay in a different area, which Mr. Thompson then did for free. AB says they and Mr. Thompson returned again but Mr. Haynes was not present. I find AB's description of events consistent with Mr. Thompson's.
15. In response to AB's statement, Mr. Haynes says only that AB did not get out of the car and so Mr. Haynes argues that he would "think it would have been impossible" for AB to have heard any of the conversation. However, Mr. Haynes did not deny AB's specifics about the eggs, the \$300 agreement, the hay work, and the request to return the next day. I prefer AB's detailed evidence, which I find is more neutral than either party's, although as noted it is also consistent with Mr. Thompson's evidence.
16. So, having weighed the evidence, I find the parties agreed to \$300. Since Mr. Haynes has not paid Mr. Thompson anything (because the \$200 cheque was stale-dated), I order Mr. Haynes to pay Mr. Thompson \$300.
17. The *Court Order Interest Act* (COIA) applies to the CRT. Neither party says when the work was done so I find it reasonable to calculate pre-judgment interest under the

COIA from the cheque's June 3, 2021 date, to the date of this decision. This interest equals \$4.87.

18. 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 Mr. Thompson was successful I allow his claim for reimbursement of \$150 in CRT fees. Neither party claims dispute-related expenses.

ORDERS

19. Within 21 days of this decision, I order Mr. Haynes to pay Mr. Thompson a total of \$454.87, broken down as follows:

- a. \$300 in debt,
- b. \$4.87 in pre-judgment interest under the COIA, and
- c. \$150 in CRT fees.

20. Mr. Thompson is entitled to post-judgment interest, as applicable.

21. 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