



Civil Resolution Tribunal

Date Issued: December 13, 2022

File: SC-2022-001551

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Singh*, 2022 BCCRT 1333

BETWEEN:

NARINDER PAL SINGH

APPLICANT

AND:

HARDEEP SINGH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This is a dispute about payment for wedding photography and videography services.
2. The respondent, Hardeep Singh, hired the applicant, Narinder Pal Singh, to provide photography and videography services for his August 2020 wedding. The applicant

says they provided the services as agreed but the respondent has not paid in full and still owes them \$1,800. The applicant asks that I order the respondent to pay them this amount.

3. The respondent disagrees. He says he paid the applicant the full \$5,000 fee even though he was unhappy with the quality of the applicant's work and the applicant delivered the photos and videos late. The respondent says the applicant asked him for more money after the respondent posted a negative review online. The respondent asks that I dismiss the applicant's claim.
4. The parties are each self-represented.

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. In some respects, both parties call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find 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 decided to hear this dispute through written submissions.

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.
9. I was unable to open one of the respondent's pieces of evidence. The respondent was given an opportunity to resubmit the evidence and he did so. The applicant was given an opportunity to respond to the resubmitted evidence and they did so. Since the applicant had an opportunity to respond, I find they have not been prejudiced. So, I considered the respondent's resubmitted evidence and the applicant's response in my decision.
10. Also, some of the parties' text messages in evidence were not in English. CRT Rule 1.7 requires all information and evidence that a party relies on to be in English or translated to English. Through CRT staff, I asked the parties to provide English translations of the non-English text messages. Neither party provided English translations, and so I did not consider the non-English text messages in my decision.

ISSUES

11. The issue in this dispute is whether the respondent owes the applicant \$1,800 or some other amount for wedding photography and videography services.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities. 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.

13. In July 2020, the parties contracted for wedding photography and videography services. On July 27, 2020, the applicant emailed the respondent confirming they had booked the services over three days, August 20, 21 and 22, 2020, for a total fee of \$5,000. The wedding events included in the applicant's services were a traditional ceremony (Mayia), engagement and pre-wedding events, and the wedding. The applicant also confirmed, and the evidence showed, the respondent e-transferred the applicant a \$100 deposit and that photo and video editing time was 4-7 weeks. None of this is disputed.
14. Based on the evidence before me, I find the July 27, 2020 email set out the terms of the parties' contract for photography and videography wedding services.
15. Though the parties' contract does not mention payment by installment, the respondent says he paid the applicant the balance of the \$5,000 fee in two cash installments. He does not say how much he paid in each installment. In the Dispute Notice the respondent said he paid the first installment at the wedding, and later in submissions he says he paid it at the "first event", which I infer was the Mayia. However, nothing turns on this. The respondent further says he paid the second installment after he received the photos and videos. He says the applicant did not provide him any payment receipts. The applicant does not dispute this, so I accept they did not provide receipts.
16. The applicant says the respondent initially paid them \$1,000 and told them he would pay the next installment once he received the edited videos. The applicant says they sent the edited engagement video to the respondent in September and continued to request payment. The applicant says the respondent next paid them \$700 in November 2020 when they sent the respondent the edited wedding video and photos. They say the respondent asked for additional video editing after that. The applicant says they continued asking for payment in November and December 2020.
17. In February 2021, the applicant says they made the final edits. They say at this point, the respondent's cousin got involved and told them the videos were of poor quality. The applicant says the respondent and his cousin paid them \$800 and told them they

would pay the remaining \$2,400. The applicant does not say whether the respondent or his cousin told them when they would pay this outstanding amount.

18. The applicant says in March 2021 they asked the respondent for the outstanding \$2,400 and the respondent told them he would pay \$1,800 “soon”. They say they were never paid this money and in February 2022, the applicant filed a CRT claim for \$1,800.
19. The difficulty for the applicant is that they have provided no documentary evidence the respondent owes them \$1,800.
20. First, text messages between the parties showed the applicant asked the respondent to pay \$2,500 on October 4, 2020. But, there is no evidence the applicant continued to ask the respondent for payment after that date as they allege. I find the lack of evidence of any payment request after October 4, 2020 consistent with the respondent’s assertion he paid the balance owing after he got the edited photos and videos.
21. Second, as noted above the applicant provided no receipts of payments they say the respondent made. Nor has the applicant provided other evidence like bank statements showing the payments were made. So, there is no way to check the applicant’s accounting against the claimed amount.
22. Also, the applicant does not explain why they claim \$1,800 when they say in their submissions the respondent owes them \$2,400. The applicant offers no reasonable justification for not claiming the additional \$600. I find it is unlikely the applicant would claim a lesser amount than they believe they are owed without good reason, and so I find the applicant’s claim doubtful.
23. For these reasons and based on the evidence before me, I find the applicant has not proven the respondent owes them the claimed \$1,800 or any other amount.
24. Given my conclusions above, I dismiss the applicant’s claim.

25. 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. As the applicant was unsuccessful, I dismiss their claim for reimbursement of CRT fees. The respondent did not pay CRT fees and does not claim any dispute-related expenses.

ORDER

26. I dismiss the applicant's claim and this dispute.

Megan Stewart, Tribunal Member