



Civil Resolution Tribunal

Date Issued: March 8, 2023

File: SC-2022-003521

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Doak Shirreff Lawyers LLP v. Graziotto*, 2023 BCCRT 190

BETWEEN:

DOAK SHIRREFF LAWYERS LLP

APPLICANT

AND:

ROBERT DONALD GRAZIOTTO

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment of legal fees. The applicant law firm, Doak Shirreff Lawyers LLP (Doak Shirreff), says its former client, the respondent, Robert Donald

Graziotto, has an outstanding account of \$5,715.68. Doak Shirreff claims \$5,000, the small claims limit in the Civil Resolution Tribunal (CRT), and abandons any excess.

2. Mr. Graziotto admits the amount outstanding is accurate and chose not to provide any further submissions as discussed below.
3. Doak Shirreff is represented by one of its lawyers, Roy Sommerey. Mr. Graziotto is self-represented. For the reasons that follow, I allow Doak Shirreff's claim.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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. As the CRT's mandate includes proportional and speedy dispute resolution, 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. Graziotto must pay Doak Shirreff \$5,000 for outstanding legal fees.

EVIDENCE AND ANALYSIS

9. As the applicant in a civil proceeding like this one, Doak Shirreff must prove its claims on a balance of probabilities (meaning “more likely than not”). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. I note Mr. Graziotto submitted no documentary evidence and no written arguments, despite having the opportunity to do so.
10. The evidence before me is undisputed. Mr. Graziotto hired Doak Shirreff to act for him in a litigation matter. Doak Shirreff issued an October 28, 2020 invoice for \$5,715.68, which detailed its work completed between July 13, 2020 and October 9, 2020. I note this amount is exclusive of any applicable interest. I find it unnecessary to set out the invoice contents or submitted evidence in any detail, given Mr. Graziotto expressly admits the claimed balance is outstanding.
11. As noted above, Doak Shirreff limits its claim to the CRT’s small claims monetary limit of \$5,000. I order Mr. Graziotto to pay Doak Shirreff \$5,000.
12. I turn to interest. In the body of the Dispute Notice that started this proceeding, Doak Shirreff said Mr. Graziotto owed 18% annual interest on the \$5,715.68 principal balance, based on the firm’s “usual” 18% rate. However, in the Dispute Notice Doak Shirreff expressly claimed pre-judgment interest under the Court Order Interest Act (COIA).
13. In later submissions Doak Shirreff argues that Mr. Graziotto “technically” never agreed to pay interest. Doak Shirreff says it is entitled to pre-judgment COIA interest which, unlike contractual interest, is exclusive of the \$5,000 monetary limit. There is no retainer agreement in evidence, and Doak Sherriff says one was never signed. On balance, I accept the parties did not have an agreement about interest, given Mr.

Graziotto admits the claim and does not dispute Doak Shirreff's submission about interest, and because I have no evidence to the contrary.

14. Calculated from the October 28, 2020 invoice date to the date of this decision, pre-judgment COIA interest equals \$121.36.
15. 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. Doak Shirreff was successful and so I allow its claim for reimbursement of \$175 in CRT fees. Doak Shirreff also claims a total of \$82.65 in dispute-related expenses: \$11.59 for photocopies, \$2.28 for "scans" at \$0.38 per page, \$6.00 for a bankruptcy search, \$12.69 for registered mail, and \$50.09 for a process server. I allow \$62.78 for the registered mail and the process server charges, which I find reasonable and supported by receipts in evidence. I do not allow the other charges because they are unsupported by evidence (including the bankruptcy search) and because the CRT is an online tribunal and Doak Shirreff does not explain why photocopies and "scan" charges were reasonably necessary.

ORDERS

16. Within 21 days of this decision, I order Mr. Graziotto to pay Doak Shirreff a total of \$5,359.14,
 - a. \$5,000 in debt,
 - b. \$121.36 in pre-judgment interest under the COIA, and
 - c. \$237.78, for \$175 in CRT fees and \$82.65 in dispute-related expenses.
17. Doak Shirreff is entitled to post-judgment interest, as applicable. I dismiss the remainder of Doak Shirreff's claims.

18. 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