



Civil Resolution Tribunal

Date Issued: July 24, 2023

File: SC-CC-2022-008921

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dordar v. Bai*, 2023 BCCRT 619

B E T W E E N :

FARHAD DORDAR (Doing Business As KFITNESS)

APPLICANT

A N D :

SHUJUN BAI

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This decision is the second of 2 linked disputes, which have common issues. This dispute, file number SC-CC-2022-008921, is about compensation for time spent on the other linked dispute, SC-2022-004632. I have considered the evidence and submissions in both disputes to avoid inconsistent findings. However, as discussed below the parties are different, and so I have written 2 separate decisions.

2. The named applicant, Farhad Dordar (Doing Business As KFitness), says the respondent, Shujun Bai, started a false claim. He claims \$2,000 as compensation for time spent by his staff on “this matter”. Mr. Dordar did not say whether this time was spent on dealing with Mr. Bai in general or specifically about the dispute.
3. Mr. Bai disagrees. He says his claim has merit for reasons discussed in my separate decision for dispute number SC-2022-004632.
4. The parties are self-represented.
5. For the reasons that follow, I dismiss Mr. Dordar’s claim.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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.

Named Parties and the Style of Cause

10. As noted in my decision for dispute SC-2022-004632, Mr. Dordar consented to changing the named respondent in that dispute to K Fitness Ltd. (K Fitness). I asked CRT staff to clarify if he also wished to change the applicant in this dispute to K Fitness. Mr. Dordar did not reply, so I have not made any orders to change the parties or style of cause in this dispute.
11. Consequently, the parties in the 2 linked dispute are not the same. Dispute number SC-CC-2022-008921 is no longer a counterclaim for this reason, though its numbering may suggest otherwise. Ultimately, I find nothing turns on this given I have dismissed Mr. Dordar's claim below.

ISSUES

12. The issue in this dispute is whether Mr. Bai must compensate Mr. Dordar \$2,000 for any time spent dealing with the matters in disputes numbered SC-2022-004632 and SC-CC-2022-008921.

BACKGROUND, EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Mr. Dordar as the applicant must prove his claims on a balance of probabilities. This means 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. I note that Mr. Dordar provided no reply submissions though he had the opportunity to do so.
14. This dispute has the same background and facts as those in SC-2022-004632. Mr. Bai was the partially successful party in that dispute. I find it unnecessary to repeat

the reason why here. As set out below, I dismiss Mr. Dordar's claim for several reasons.

15. 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. I see no reason to depart from the general rule. Mr. Dordar claims \$2,000 for "staff and hours" spent on Mr. Bai's claim. To the extent that he claims compensation as a dispute-related expense, I dismiss it. This is because I find Mr. Bai was a partially successful party in the other dispute, and I find Mr. Bai did not file a "false claim" as alleged by Mr. Dordar in this dispute.
16. In addition to that, CRT rule 9.5(5) says that the CRT will not award compensation for time spent dealing with a CRT proceeding except in extraordinary cases. I find this dispute falls short of that standard. It involved a moderate amount of evidence and did not involve issues of great complexity.
17. To the extent that Mr. Dordar claims compensation for time spent dealing with Mr. Bai, but not in connection with the dispute, I would dismiss this as well. There is no indication that Mr. Dordar or his staff ever spent time in their personal capacity dealing with Mr. Bai. At most, they acted as employees or agents of K Fitness. I find the claim would be properly K Fitness', but K Fitness is not the applicant in this dispute.
18. Further, I find that Mr. Dordar's claim is unproven by any evidence such as time sheets or financial documents to show a loss that equal \$2,000. For all those reasons, I dismiss this claim.
19. As I have dismissed Mr. Dordar's main claim, I find it appropriate to follow the general rule and dismiss his claim for reimbursement of CRT fees. Mr. Bai did not pay fees in this dispute and the parties did not claim any specific dispute-related expenses.

ORDER

20. I dismiss Mr. Dordar's claims and this dispute.

David Jiang, Tribunal Member