



# Civil Resolution Tribunal

Date Issued: August 4, 2023

File: SC-2022-007663

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Excelsior Measuring Inc. v. Dhaliwal*, 2023 BCCRT 657

B E T W E E N :

EXCELSIOR MEASURING INC.

**APPLICANT**

A N D :

BHAVNEET DHALIWAL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner

## INTRODUCTION

1. This dispute is over payment for services related to obtaining a permit for a secondary suite. The applicant, Excelsior Measuring Inc., says that the respondent, Bhavneet Dhaliwal, hired it to prepare a package for a municipal permit application. The applicant says that after it completed the agreed work, the respondent stopped communicating and failed to pay its invoice. The applicant claims \$2,333.62.

2. The respondent says they did not own the relevant property, and they were just helping the homeowners because they did not speak English. So, the respondent says they are not responsible for the applicant's invoice.
3. The applicant is represented by its owner, Sung Kim. The respondent is 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). 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 decided to hear this dispute through written submissions.
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.

## **ISSUE**

8. The issue in this dispute is whether the respondent owes the applicant the claimed \$2,333.62 for permit application services.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant 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 that the respondent did not provide any written submissions or evidence apart from their Dispute Response filed at the outset of this proceeding, despite having the opportunity to do so.
10. The applicant says that the respondent hired it in November 2021 to prepare a permit application for an existing secondary suite in their parents’ home. The applicant says the house was for sale, and a potential buyer had discovered the suite did not have permit, so the respondent was on a “tight schedule”. The applicant says that the respondent was its only contact person for the job.
11. The applicant provided a November 9, 2021 quote addressed to the respondent at the address for which the permit was to be prepared. The \$3,333.75 quote included preparing a site plan, an as-built detailed floor plan, a code and feasibility analysis, and a building permit submission. It stated that a \$1,000.13 deposit was required to start work.
12. In a November 9, 2021 email, the respondent approved the applicant’s quote. The applicant also provided a November 9, 2021 receipt addressed to the respondent, showing they paid the \$1,000.13 deposit by credit card.
13. As noted, the respondent said in the Dispute Response that they are not responsible for the applicant’s bill because they did not own the property. While the respondent did not use this word, I find the respondent is saying they were only acting as the homeowners’ agent.

14. The law of agency applies when one party (the principal) gives authority to another party (the agent) to enter into contracts with third parties on the principal's behalf. In an agency situation, a principal can sue or be sued on a contract entered into by the agent. As long as the agent discloses that they are acting as an agent for the principal, the agent generally will not be liable under a contract they make between the principal and third party. See *Keddie v. Canada Life Assurance Co.*, 1999 BCCA 541.
15. The applicant does not dispute that it was aware the respondent was assisting with the permit application on behalf of the property's owners. Further, the applicant provided a municipal Letter of Authorization form, which indicated that the respondent was acting as an authorized agent for the 2 registered owners of the relevant property in all matters related to the permit application. The form was signed by the respondent and the property's 2 registered owners on November 9, 2021. I note that the form indicated that the respondent lived at a different address than the one the permit was for.
16. Based on that form and the applicant's own admission, I find the applicant knew the respondent was entering into the contract for the applicant's services as the homeowners' agent. Because the respondent disclosed that they were acting as an agent, I find the respondent is not liable under the contract. Rather, I find the contract was effectively between the applicant and the homeowners.
17. For this reason, I find the respondent is not the proper respondent to this dispute. I find that I must dismiss the applicant's claim.
18. Nothing in this decision prevents the applicant from filing a claim against the property's homeowners, subject to the applicable limitation period.
19. 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 not successful, I find it is not entitled to any reimbursement of CRT fees. Neither party claims dispute-related expenses, so I make no order.

## **ORDER**

20. I dismiss the applicant's claims, and this dispute.

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Kristin Gardner, Tribunal Member