



Civil Resolution Tribunal

Date Issued: August 24, 2023

Files: SC-2022-006483
SC-2022-009587

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wild v. Longpre*, 2023 BCCRT 721

B E T W E E N :

MERIEL WILD

APPLICANT

A N D :

GEORGE LONGPRE

RESPONDENT

A N D :

MERIEL WILD

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about an unpaid invoice. This decision relates to 2 linked disputes that I find are a claim and counterclaim involving the same parties and the same issues, so I have issued one decision for both disputes.
2. In the spring of 2022, the applicant and respondent by counterclaim, Meriel Wild, made a conditional offer to purchase a property in Creston, BC. Ms. Wild had a building inspection completed, and the inspector recommended that Ms. Wild hire an electrical contractor to investigate some electrical issues on the property. On the inspector's recommendation, Ms. Wild hired Mad Dog Electrical and Construction Ltd. (Mad Dog) for the electrical inspection. The respondent and applicant by counterclaim, George Longpre, is a director of Mad Dog.
3. In SC-2022-006483, Ms. Wild says Mr. Longpre failed to provide a sufficient report or to provide the information they required for insurance purposes, which caused the purchase to fall through. Mad Dog issued an initial invoice to Ms. Wild for \$635.25, and a later invoice for \$659.69 including interest. Ms. Wild wants the Civil Resolution Tribunal (CRT) to cancel the \$659.69 invoice.
4. In SC-2022-009587, Mr. Longpre says Ms. Wild suffered no losses or damages because of his services. He counterclaims \$659.69 for payment of the invoice.
5. Both parties are self-represented.

JURISDICTION AND PROCEDURE

6. 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)*. 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.
10. Ms. Wild's only requested remedy is for the CRT to cancel the invoice. This is a request for declaratory relief which the CRT does not have jurisdiction to grant, except as permitted under section 118. There are no relevant provisions that would permit me to grant the injunctive relief Ms. Wild seeks. However, as explained below, I find Ms. Wild's claim must be dismissed in any event, as I find Mr. Longpre is not the proper respondent.

ISSUE

11. The issue in this dispute is whether Ms. Wild is required to pay Mr. Longpre for the invoice.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, as the applicant Ms. Wild must prove their claims on a balance of probabilities, which means more likely than not. Likewise, Mr. Longpre must prove his counterclaim to the same standard. I have read all the parties'

evidence and submissions but refer only to what I find relevant to explain my decision. For the following reasons, I dismiss Ms. Wild's claim and Mr. Longpre's counterclaim.

13. Ms. Wild says their building inspector recommended "George Longpre of Mad Dog Electrical" for the electrical inspection. Ms. Wild says they phoned Mr. Longpre to tell him what they required, and that Mr. Longpre requested a copy of the building inspection report. The evidence shows that on May 2, 2022, Ms. Wild emailed the report to Mr. Longpre's email address that includes the name "maddogelectrical". Mr. Longpre responded and signed the email, "George D.B.A. Mad Dog Elec".
14. On May 5, 2022, Mr. Longpre sent Ms. Wild 2 detailed emails reporting on his electrical inspection. He signed the second email, "George D.B.A. Mad Dog Electrical".
15. On May 6, 2022, Mr. Longpre emailed the original \$635.25 invoice to Ms. Wild. The invoice is from Mad Dog and does not include Mr. Longpre's name anywhere on the document. On at least 2 occasions after May 6, 2022, Mr. Longpre emailed Ms. Wild 2 different updated invoices which included interest. One of these was the invoice for \$659.69, which is the invoice at issue in this dispute. Both of these revised invoices are from Mad Dog, and neither of them include Mr. Longpre's name.
16. As noted above, Mr. Longpre is a director of Mad Dog. Though neither of the parties raised this issue, I find Ms. Wild hired Mad Dog, not Mr. Longpre, for the electrical inspection. When a corporation enters into a contract, it does not automatically bind its directors or officers, and the directors and officers are generally not liable for a corporation's actions. This is known as the "corporate veil", which can only be lifted in exceptional circumstances that I find do not apply here. For these reasons, I find Mr. Longpre is not the proper respondent for Ms. Wild's claim, and I must dismiss it on that basis. For the same reasons, I find Mr. Longpre has no standing to bring a claim in his personal capacity against Ms. Wild for payment of the invoice, so I dismiss his counterclaim.

17. Nothing in this decision prevents any party from starting a new dispute naming the correct parties, subject to the relevant limitation periods.
18. 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 in this case not to follow that general rule. Since both parties were unsuccessful, I find they must bear their own CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

19. I dismiss Ms. Wild's claim in its entirety.
20. I dismiss Mr. Longpre's counterclaim in its entirety.

Sarah Orr, Tribunal Member