



# Civil Resolution Tribunal

Date Issued: September 20, 2023

File: SC-2022-006503

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *White v. Rodrigues*, 2023 BCCRT 797

**BETWEEN:**

HEIDI ELIZABETH WHITE (Doing Business As ON MY WAY!  
DELIVERY AND SHUTTLE) and JESSICA ELIZABETH ANAKA

**APPLICANTS**

**AND:**

AZHAR RODRIGUES (Doing Business As ROUND THE CLOCK  
DELIVERY & CLEANING SERVICES) and JOYCE RODRIGUES

**RESPONDENTS**

---

## REASONS FOR DECISION

---

Tribunal Member:

Micah Carmody

## INTRODUCTION

1. One of the applicants, Heidi Elizabeth White (doing business as On My Way! Delivery and Shuttle), provided luggage delivery services for one or both respondents, Ahzar

Rodrigues (doing business as Round The Clock Delivery & Cleaning Services) and Joyce Rodrigues. The other applicant, Jessica Elizabeth Anaka, appears to have been Mrs. White's employee.

2. Mrs. White says the Rodrigueses have not paid her final 3 invoices for deliveries she made in March, April, and May 2022. Those invoices total \$3,365, which is what Mrs. White claims in this dispute.
3. The Rodrigueses do not dispute the invoiced amounts, but say they do not need to pay the invoices for several reasons. Among other things, they say Mrs. White did not submit the invoices on time and caused them to lose their luggage delivery contract with WestJet. The Rodrigueses say I should dismiss the claim.
4. Mrs. White represents the applicants. Mrs. Rodrigues represents the Rodrigueses.

## **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.
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. 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.
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.

8. After the evidence submission phase, Mrs. White contacted the CRT asking to submit a statement of account as additional evidence in response to one of the Rodrigueses' arguments. I decided not to admit the evidence because I found Mrs. White was entitled to the full amount she claimed in this dispute, so the late evidence would not affect the outcome.
9. In her Dispute Response, Mrs. Rodrigues said the Rodrigueses should file a claim against Mrs. White for losses she caused. The Rodrigueses did not file a counterclaim, but as I explain below, I considered whether they were entitled to set off any proven losses against Mrs. White's claims.

## **ISSUE**

10. The issue in this dispute is whether the Rodrigueses are required to pay Mrs. White's invoices and, if so, whether they are entitled to any set-off against them.

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
12. Mrs. White operates a delivery business as a sole proprietorship. I first address Mrs. Anaka's standing, or right to bring this claim. Mrs. White's submissions do not explain her relationship to Mrs. Anaka or why Mrs. Anaka is an applicant in this dispute. Emails in evidence from "Jessica Anaka" attaching invoices from "On My Way! Delivery" suggest that Mrs. Anaka may have been Mrs. White's employee. In any event, there is no evidence or suggestion of a contract between Mrs. Anaka and either respondent. For that reason, I find Mrs. Anaka does not have standing to claim for the unpaid invoices. I dismiss Mrs. Anaka's claims.
13. I considered whether both the Rodrigueses should be parties to this dispute, given that only Azhar Rodrigues was identified in the Dispute Notice as "doing business as

Round The Clock Delivery & Cleaning Services”. However, the text messages and emails in evidence indicate that both Rodrigueses were actively involved in managing the business. More importantly, Mrs. Rodrigues made submissions on behalf of the Rodrigueses and did not dispute her personal liability for the alleged debt. On that basis, I find that both the Rodrigueses are proper respondents in this dispute.

14. I turn to the evidence. For context, in at least 2021 and part of 2022, the Rodrigueses handled baggage deliveries for WestJet. The Rodrigueses subcontracted a geographic subset of that delivery work to Mrs. White. Mrs. White invoiced “AZY, ROUND THE CLOCK” under the name of her business, “On My Way! Delivery and Shuttle”.
15. The Rodrigueses have not paid Mrs. White’s March, April, or May 2022 invoices for \$1,030, \$1,065, and \$1,270, respectively. Each invoice includes an itemized list of the deliveries Mrs. White made in the month, supported by other documentation. As noted, the Rodrigueses do not dispute the amounts in the invoices, nor that Mrs. White completed the deliveries. Rather, they raise various arguments about why they should not have to pay the invoices. I consider each of these arguments in turn, noting that the Rodrigueses have the obligation to prove their defences.
16. First, the Rodrigueses say that Mrs. White did not submit her invoices to them on time. The evidence shows that Mrs. White submitted her March and April 2022 invoices by email on May 10, 2022. She submitted her May 2022 invoice on June 10. The Rodrigueses say “upon hire” they informed Mrs. White about their “company policy” that invoices for the current month should be submitted “at the end of the month.” This would mean the April and May invoices were delayed by 10 days and the March invoice by 40 days.
17. Mrs. White denies being informed of any invoice submission deadline policy “upon hire.” I note the parties appear to have treated their relationship as one between independent contractors rather than employee and employer. However, nothing turns on this because in either situation, for a policy to become a binding contractual term, the party seeking to rely on it must establish that it was accepted as such by both

parties (see *Johnson v. Global Television Network Inc.*, 2007 BCSC 981). Here, the Rodrigueses provide only their assertion that they informed Mrs. White about the policy, unsupported by any other evidence. I find that is not enough to establish a binding contractual term. Further, emails show that Mrs. White often submitted invoices 2 months or more after the invoice month. There is no evidence that the Rodrigueses did not pay those invoices in the past.

18. The Rodrigueses say Mrs. White's delayed invoices resulted in payment "delays and penalties" from WestJet. They further say that WestJet's payment policy is "90 days upon submission of the invoices." However, given that the longest delay was 40 days for the March invoice, it is not clear how this caused the Rodrigueses to miss WestJet's 90-day deadline. Further, there is no objective evidence that WestJet refused to pay any of the Rodrigueses' invoices or applied any penalties. So, I find the Rodrigueses have not shown that they experienced a loss as a result of Mrs. White's delayed invoices. I find any delay here did not alleviate the Rodrigueses' obligation to pay Mrs. White's invoices.
19. Next, the Rodrigueses say Mrs. White approached the WestJet station manager to try to take over the Rodrigueses' contract. They also say she was rude to them and to WestJet staff, and intentionally performed her work poorly, causing the Rodrigueses to lose a WestJet contract. I find that the Rodrigueses have not provided sufficient evidence to prove any of these allegations. They also have not provided any evidence of damages that could be set off against Mrs. White's invoices.
20. Lastly, the Rodrigueses say the "final stroke" was when Mrs. White "quit" without notice. The evidence shows that on May 10, 2022 Mrs. White said she would stop delivering on June 5, citing rising fuel costs. However, she actually stopped delivering on May 24. Texts from that day show that she abruptly terminated the contract when she believed the Rodrigueses had attempted to "poach" her employee. I find nothing turns on the reason Mrs. White terminated the contract. Even if I accepted that Mrs. White breached the contract by failing to satisfy the notice period she gave, that does not relieve the Rodrigueses' from their contractual obligation to pay the undisputed

invoices. Instead, it could entitle them to damages, which could be set off from what they owe. However, they would need to prove that they suffered a loss from Mrs. White's contract breach. They provided no evidence of a loss, such as a list of deliveries they failed to make, or financial records from the relevant time.

21. For these reasons, I find Mrs. White is entitled to the claimed \$3,365 for services provided.
22. The *Court Order Interest Act* applies to the CRT. I find Mrs. White is entitled to pre-judgment interest on the invoiced amounts from 30 days after she submitted each invoice to the date of this decision. This equals \$134.57.
23. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. However, in submissions Mrs. White said, "Round the Clock does not have to pay for any dispute related fees, I would just like to be paid for the outstanding invoices." On that basis, I make no order for reimbursement of CRT fees. Neither party claims dispute-related expenses.

## **ORDERS**

24. Within 21 days of the date of this order, I order the Rodrigueses to pay Mrs. White a total of \$3,499.57, broken down as \$3,365 in debt and \$134.57 in pre-judgment interest under the *Court Order Interest Act*.
25. Mrs. White is entitled to post-judgment interest, as applicable.
26. I dismiss Mrs. Anaka's claims.

27. 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.

---

Micah Carmody, Tribunal Member