



Civil Resolution Tribunal

Date Issued: October 19, 2023

File: SC-2022-010244

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shergill Law Corporation v. Jagpal*, 2023 BCCRT 888

BETWEEN:

SHERGILL LAW CORPORATION

APPLICANT

AND:

RINA JAGPAL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about payment for legal services.
2. The applicant, Shergill Law Corporation, says it provided legal services to the respondent, Rina Jagpal, but has not been paid. The applicant claims \$1,260.01 for its outstanding invoice.

3. The respondent says they never disagreed to pay, but the applicant would not accept credit card payments. The respondent also says the hours listed on the invoice are wrong. The respondent says they agree to pay for 6 hours of work with their credit card.
4. The applicant is represented by its principal, Mandy Shergill. The respondent is self-represented.

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. 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

9. The issue in this dispute is how much, if anything, the respondent owes the applicant for legal services.

EVIDENCE AND ANALYSIS

10. In a civil claim like this one, the applicant must prove its claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
11. The applicant says it was retained by the respondent to assist with drafting a response affidavit. The applicant says the parties agreed to a \$150 hourly rate, plus taxes. The applicant says it spent 7.5 hours on the respondent's file.
12. The respondent says they did not sign a contract with the applicant. However, the respondent says there was a November 20, 2022 "email agreement", which I find amounts to the same thing. Parties can form a contract through their correspondence and their conduct if they show that they agreed to the contract's terms. See *Crosse Estate (Re)*, 2012 BCSC 26, at paragraph 30.
13. The applicant's November 30, 2022 email confirmed the respondent retained the applicant on a limited basis to assist them preparing a response to multiple affidavits in a legal proceeding. The hourly rate was \$150 plus taxes. The estimated time to complete the affidavit was "around 4 hours". Payment was due upon completion. The respondent does not dispute the email's terms. I find the November 20, 2022 email agreement the respondent refers to above is likely this November 30, 2022 email, with a typo in the date. The respondent explicitly acknowledged this was the parties' "email agreement". So, I find the respondent agreed to retain the applicant to provide limited legal services on the November 30, 2022 email's terms.
14. The applicant initially emailed the respondent a December 13, 2022 invoice (initial invoice) totaling \$1,470.02. It is undisputed that the applicant mistakenly charged the

respondent \$175 per hour in this initial invoice. After the respondent advised the applicant of this error, the applicant emailed them a revised invoice at the \$150 agreed-to hourly rate the following day.

15. The revised December 13, 2022 invoice (revised invoice) totaled \$1,260.01. This amount included services rendered, taxes and a \$0.01 balance from a previous invoice. The revised invoice charged \$150 per hour for 7.5 hours. The services listed included 2 meetings with the respondent to draft an affidavit in response to multiple affidavits, preparing and delivering the affidavit and exhibits, and an email to client. The invoice indicated the respondent was signing the affidavit with a different lawyer. I also note that the invoice was addressed to the applicant. The applicant says the invoice was issued from its “general consultation/LA file” matter, so I infer this is likely the reason for the applicant’s name on the revised invoice. However, the services listed on the revised invoice specifically include the respondent’s name, and were undisputedly provided to the respondent. So, although the applicant’s revised invoice is addressed to itself, I find the revised invoice is for services provided to the respondent.
16. The respondent also alleges that the applicant charged some affidavits to “legal aid” and then charged the respondent directly for one affidavit. The respondent says this is unethical. The respondent provided some emails from another lawyer and from legal aid that show that the applicant provided legal services under a legal aid retainer to the respondent’s family member. The applicant says the respondent in this dispute was named as a respondent in their family member’s legal proceeding. The response affidavit itself was not provided in evidence, but the respondent did not dispute they were also a named respondent in their family member’s legal dispute. However, nothing turns on this in any event. I say this because I find the email agreement discussed above shows the respondent agreed to a limited retainer directly with the applicant for assistance with the respondent’s response affidavit. So, I find the evidence shows that the respondent agreed to pay the applicant directly for the response affidavit, and separate from the applicant’s legal aid retainer with the respondent’s family member.

17. The respondent does not dispute that the applicant prepared the response affidavit and exhibits, and emails show the applicant sent the respondent an affidavit by email on December 8, 2022. However, the respondent says the hours listed on the invoice are wrong, and says the work only took 6 hours total.
18. However, on December 16, 2022, the respondent confirmed they would pay the invoice, and asked for the form to pay by credit card. In response, the applicant advised it did not accept credit cards, but said the respondent could pay by bank draft or e-transfer. The respondent said they were not informed of this payment restriction. For its part, the applicant said payment types were communicated when its paralegal was assisting the respondent with their response affidavit. I find nothing turns on permitted payment types. I say this because respondent is responsible to pay for agreed-to legal services, whether or not the applicant accepted credit card payments. With that, I note the applicant says it now accepts payment by credit card.
19. The applicant says the respondent's response affidavit was very detailed and dense, and was 21 pages long with 157 paragraphs and 18 exhibits. Although the affidavit itself is not in evidence, the respondent does not dispute its length and complexity. The applicant says to prepare the affidavit, its paralegal met with the respondent on December 2, 2022 for 4 hours, and its lawyer spent 1 hour reviewing the affidavits to respond to, and 1.5 hours editing the response affidavit. The applicant says its paralegal met with the respondent again on December 8, 2022 for 1 hour. The respondent did not dispute any of the above, and did not otherwise explain why they say the applicant should only have charged for 6 hours. So, I find the applicant has proved the 7.5 hours it charged were reasonably incurred. The revised invoice shows the 7.5 hours plus taxes totaled \$1,260. So, I find the applicant has proved it is reasonably entitled to payment of \$1,260 for the revised invoice.
20. As noted, the revised invoice also included a \$0.01 balance from a previous invoice. I find the applicant is not entitled to payment of this previous balance because the applicant issued the revised invoice from its "general consultation/LA file matter", and

there is no evidence the previous balance was related to the applicant's limited retainer with the respondent.

Interest, CRT fees and expenses

21. The *Court Order Interest Act* applies to the CRT. The applicant is reasonably entitled to pre-judgment interest on the \$1,260 from January 14, 2023, 30 days after the revised invoice was provided to the respondent, to the date of this decision. This equals \$44.77.
22. 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 substantially successful, I find it is entitled to reimbursement of \$125 in CRT fees.
23. The applicant also claims \$825 for 2.2 hours of time spent on this dispute at a rate of \$375 per hour. CRT rule 9.5(5) says the CRT will not award reimbursement of time except in extraordinary circumstances. I find there are no such extraordinary circumstances here. So, I dismiss the applicant's claim for \$825 for time spent on this dispute.

ORDERS

24. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$1,429.77, broken down as follows:
 - a. \$1,260 in debt,
 - b. \$44.77 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
25. The applicant is entitled to post-judgment interest, as applicable.

26. 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.

Leah Volkers, Tribunal Member