



Civil Resolution Tribunal

Date Issued: November 27, 2023

File: SC-2022-008056

and SC-CC-2023-004031

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aujla v. Sharma*, 2023 BCCRT 1025

B E T W E E N :

JASMEET AUJLA

APPLICANT

A N D :

ANIL SHARMA

RESPONDENT

A N D :

JASMEET AUJLA

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about services around an eviction. The respondent and applicant by counterclaim, Anil Sharma, says he contacted the applicant and respondent by counterclaim, Jasmeet Aujla, for help with obtaining an eviction order for his tenant.
2. Ms. Aujla says she provided the requested services, but when she gave an invoice to Mr. Sharma, he refused to pay her. She claims \$2,209.79 for her unpaid invoice.
3. Mr. Sharma says Ms. Aujla did not provide him with the services the parties agreed to. He says he has paid \$1,543.50 to Ms. Aujla but did not receive anything for his money. He claims \$5,000 as a refund for that payment and for loss of rental income.
4. The parties are each self-represented.
5. For the reasons that follow, I dismiss both Ms. Aujla's claim and Mr. Sharma's counterclaim.

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.
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. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

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.
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. As noted above, this decision is about 2 linked disputes. I have relied on the evidence and arguments submitted in both disputes SC-2022-008568 and SC-CC-2023-004031 in coming to my decision.
11. I note that in his response submissions respecting interest, Mr. Sharma says that Ms. Aujla pretends to be, but is not a lawyer. He further says that if Ms. Aujla really does have a professional license, it should be revoked. However, despite filing a counterclaim, Mr. Sharma did not apply for such an order. I find his statement about licensing is simply an opinion and not a claim, so I have not considered it further. I note I do not have jurisdiction to grant this order in any event.

ISSUES

12. The issues in this dispute are:
 - a. Did the parties have a binding contract for services?
 - b. If not, is Ms. Aujla entitled to be paid by Mr. Sharma on a *quantum meruit* basis?
 - c. Is Mr. Sharma entitled to a refund or damages for lost rental income from Ms. Aujla?

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, each party must prove their respective 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 neither party provided reply submissions to the other’s response, despite having the opportunity to do so.
14. In March 2022, Mr. Sharma contacted Ms. Aujla for assistance in obtaining an order to evict his tenants. In submissions, Ms. Aujla says her company offers services working on residential tenancy disputes. Based on the evidence before me, including a demand letter and trust statements, I find Ms. Aujla’s company is Global Unity Consulting Corporation (Global Unity).
15. Mr. Sharma says Ms. Aujla promised to obtain an emergency order to remove his tenants within 3 days. Ms. Aujla says when Mr. Sharma contacted her initially, she told him it would cost Mr. Sharma \$650 for services. She does not say what those services were and there is no written contract setting out any terms between the parties, such as payment or scope of work. I will address whether the parties had a binding contract later.
16. Text messages between the parties from April to July show Mr. Sharma was distressed by the time it was taking for his tenants to be evicted. He repeatedly complained that Ms. Aujla had done “nothing” and said he did not know what was going on. Mr. Sharma regularly commented on how long it had been since he first contacted Ms. Aujla without seeing results – two weeks, one month, two months, then over two months.
17. Mr. Sharma says Ms. Aujla did not apply for a court order until July 2022. A screenshot of documents in Supreme Court of British Columbia action S-L-245274, which lists Mr. Sharma as a party, shows 4 documents filed on July 14, 2022. None of those documents are in evidence, but the file contains a writ of possession, an affidavit, an order (opens file)/enforcement order, and a requisition to open the file.

18. While Ms. Aujla's submissions are vague, I infer the Supreme Court documents were filed for the purpose of obtaining the writ of possession to enforce an order of possession made by the Residential Tenancy Board (RTB). There are no RTB documents in evidence and Ms. Aujla does not say when she filed Mr. Sharma's application with the RTB, only that the RTB was "completely behind" and that "dates for hearings were far out".
19. Mr. Sharma says once Ms. Aujla obtained the court order, she promised to personally evict the tenants, but did not do so. Ms. Aujla says she hired a "court-ordered" bailiff, by which I infer she means "court approved." She says the bailiff was responsible for performing the eviction.
20. Each party references disagreements between the bailiff and Mr. Sharma, but as the bailiff is not a party in this dispute, those issues are not before me, and I have not considered them further.
21. Ms. Aujla claims \$2,209.79 for her unpaid invoice. However, she did not provide a copy of that invoice and provided no evidence of when she sent it. Her only evidence in respect of what she charged is a September 21, 2022 demand letter. In it, Jasmeet Dhaliwal (not Jasmeet Aujla) makes a demand for payments of \$912.50 to Global Unity and \$797.29 due to the bailiff. I return to the issue of the parties listed in the demand letter later.

Did the parties have a contract?

22. The first question I must address is whether Ms. Aujla and Mr. Sharma had a binding contract at any point. For a contract to exist, there must be a "meeting of the minds." In other words, the parties must agree to all the essential terms of a contract, such as scope and price. There must be an outward expression of that agreement, which can be in writing, verbal, implied from the parties' conduct, or some combination of these. See: *Le Soleil Hotel & Suites Ltd. v. Le Soleil Management Inc.*, 2009 BCSC 1303.

23. Whether there is an enforceable contract involves an objective test based on what a reasonable person in the parties' situation would have believed and understood, rather than on the parties' subjective beliefs. The contract's essential terms must be sufficiently clear, and the party seeking to rely on the contract must show there was a matching offer and acceptance of those terms. See *Ratanshi v. Brar Natural Flour Milling (B.C.) Inc.*, 2021 BCSC 2216 at paragraphs 66 to 69.
24. Here, the parties had no written agreement. For the reasons below, I find they did not have a binding contract, since they never had a meeting of the minds on essential terms, like scope of work and price.
25. Ms. Aujla initially said the cost for services was \$650. However, she later sought payment of \$912.50 and does not explain the difference. Neither party ever defines the extent of the services Ms. Aujla was expected to provide when she agreed to work for Mr. Sharma. The parties disagree on the speed with which Ms. Aujla was supposed to provide her services which, given Mr. Sharma's evidence, was a critical component. Mr. Sharma understood the contract was that Ms. Aujla would get an order within 3 days. Ms. Aujla says that was not reasonable and the timeline was not in her control. While the parties clearly had some common ground, I find they did not have a contract, as there was never any clear meeting of the minds.
26. I also note that even if I were to find there was a contract, Ms. Aujla said it is her company, Global Unity, that offers services. The demand letter sent from Global Unity is from Jasmeet Dhaliwal on the company's behalf. The demand in the letter is to pay the company, not Ms. Aujla. Ms. Aujla does not explain who Jasmeet Dhaliwal is. While Ms. Aujla and Jasmeet Dhaliwal share a first name and it appears from context that they may be the same person, that is not enough for me to find they are, in fact, the same person.
27. Under section 24 of the *Business Corporations Act*, only a corporation is entitled to use the word 'corporation' in its name. A corporation is, at law, a separate person. On the other hand, an individual person may provide services as a sole proprietor "doing business as" a business name. Here, the demand letter specifically says the company

name is Global Unity Consulting Corporation. So, I find it is not an individual (Jasmeet Aujla or Jasmeet Dhaliwal) “doing business as” Global Unity, and Ms. Aujla would not have standing in this matter to pursue the claim in her personal capacity.

28. I have found there is no binding contract, but a party is still generally entitled to be paid a reasonable amount for the work done based on a legal doctrine called *quantum meruit*, which means “value for work done.” Ms. Aujla does not specifically raise *quantum meruit* in her submissions, but I find they are broad enough to include such an argument, so I address it below.
29. Ms. Aujla says she completed services for Mr. Sharma but never clearly lists those services or provides documentary evidence about the work she did. From her submissions, I infer that Ms. Aujla claims she was responsible for obtaining an order from the RTB, arranging for service of some documents, filing with, and obtaining orders from, the Supreme Court of British Columbia, and contacting and facilitating Mr. Sharma’s hiring of a bailiff to assist with eviction.
30. However, Ms. Aujla has two challenges.
31. First, I have very limited information about what work Ms. Aujla performed to obtain the orders above, including how long it took her, or what the reasonable value of that work may be.
32. Second, for a party to be entitled to damages on a *quantum meruit* basis, it must have “clean hands” or, in other words, act in good faith. See: *Chudy v. Merchant Law Group*, 2008 BCCA 484.
33. In *Chudy*, the BC Court of Appeal found a lawyer who became ineligible to practice law but continued to represent his client without informing the client of his status was not entitled to recover legal fees on a *quantum meruit* basis. *Chudy* is binding on me. While the facts are not identical to this dispute, I find the underlying principle applies.
34. Here, there is a question about whether Ms. Aujla is a practicing lawyer who is eligible to practice law. As noted above, Mr. Sharma says Ms. Aujla pretended to be a lawyer,

but he later found out she is not. Despite having the opportunity to do so in both the original claim and the counterclaim, Ms. Aujla did not address Mr. Sharma's allegation that she pretended to be a lawyer. She says only that her company offers services in working on residential tenancy disputes.

35. When a party fails to provide relevant evidence without sufficient explanation, an adjudicator is entitled to draw an adverse inference. An adverse inference is where an adjudicator assumes a party failed to provide relevant evidence because the missing evidence would not support their case. So, I make an adverse inference that Ms. Aujla is not a practicing lawyer. Under section 1 of the *Legal Profession Act* (LPA), the practice of law includes drawing, revising, or settling documents for use in proceedings, judicial or extrajudicial, in addition to appearing as counsel or advocate, with exceptions made for work where a party does not expect a fee, gain, or reward. Under section 15 of the LPA, only a practicing lawyer is permitted to engage in the practice of law.
36. For the purposes of this dispute, I find the services Ms. Aujla provided meet the definition of the practice of law. By practicing law while not a lawyer, Ms. Aujla was not acting in good faith. As such, I find she is not entitled to recover any fees for that work on a *quantum meruit* basis. I did not find there was a contract, but if I had, I would have found it was illegal and unenforceable for the same reasons.
37. In so far as Ms. Aujla claims unpaid fees on the bailiff's behalf, she has provided no evidence that she paid the bailiff's fees herself as Mr. Sharma's agent and could seek reimbursement from Mr. Sharma on that basis. She also cannot act as the bailiff's agent, as the bailiff is not a party to this proceeding.
38. So, I dismiss Ms. Aujla's claim for her unpaid invoice.

Mr. Sharma's Counterclaim

39. I turn to Mr. Sharma's counterclaim.

40. Mr. Sharma says in July 2022, he paid Ms. Aujla \$1,543.50 over the telephone by Visa but did not receive a receipt. Mr. Sharma did not provide a copy of his credit card statement.
41. Ms. Aujla says that payment was to the bailiff, not her. She provided a trust statement from the bailiff. The trust statement shows the bailiff received a payment from Mr. Sharma for \$1,500 on July 11, 2022, and later paid that out to themselves and a locksmith company. Given the payment's timing, the similarity to the amount Mr. Sharma says he paid, and the lack of any other evidence, I find Mr. Sharma paid the bailiff \$1,500 with his Visa and did not make any payments to Ms. Aujla.
42. As he did not pay Ms. Aujla, I find he is not entitled to claim a refund from her, and I dismiss that aspect of his counterclaim.
43. The balance of Mr. Sharma's claim is with respect to lost rental income. However, Mr. Sharma provided no evidence to establish what amount of rental income he lost. Without that evidence, I cannot determine his entitlement to damages, and so I do not need to consider whether Ms. Aujla was responsible for his lost income. So, I dismiss Mr. Sharma's remaining claims.
44. 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. As each party was unsuccessful, I dismiss their respective claims for CRT fees. Neither party claimed any dispute-related expenses.

ORDER

45. I dismiss the parties' claims and this dispute.

Christopher C. Rivers, Tribunal Member