



Civil Resolution Tribunal

Date Issued: February 6, 2024

File: SC-2023-003667

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *0955824 BC Ltd. v. BC Pallets Inc.*, 2024 BCCRT 114

BETWEEN:

0955824 BC LTD. (DBA VAN PRO DISPOSAL)

APPLICANT

AND:

BC PALLETS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a dispute about a contract for waste removal.
2. The applicant, 0955824 BC Ltd. doing business as Van Pro Disposal (Van Pro), says the respondent, BC Pallets Inc. (BC Pallets) owes it \$379.27 for waste removal

services and \$231 for a garbage bin removal fee. It also says BC Pallets owes it \$1,455.30 in liquidated damages for terminating its contract.

3. BC Pallets says that Van Pro breached the parties' contract by failing to pick up waste from its business. It says it was justified in ending the contract.
4. Both parties are represented by authorized employees.

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.

ISSUES

8. The issues in this dispute are whether BC Pallets owes Van Pro:
 - a. \$379.27 for waste removal services,
 - b. \$231 for a garbage bin removal fee, or

c. \$1,455.30 in liquidated damages.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Van Pro must prove its claims on a balance of probabilities. 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.
10. It is undisputed that the parties signed a contract on July 24, 2022, where BC Pallets agreed to pay Van Pro \$90 plus applicable service charges for waste removal services twice per month. The contract was for a five year term. The contract's terms and conditions say that if BC Pallets terminates the contract early and Van Pro accepts the termination then BC Pallets must pay the greater of (1) the sum of Van Pro's billing for the previous 12 months or (2) the balance remaining on the contract.
11. Van Pro says it provided waste removal services to BC Pallets twice per month. It submitted photos with time and date stamps showing it picked up waste from BC Pallets on January 15, February 14, March 15, and April 1. It says that one of its drivers quit so it could not provide proof of pickups on other dates. Van Pro claims \$379.27 for its work done after January 2023. It says BC Pallets terminated the parties' contract at the end of March 2023 and claims \$231 for a bin removal fee and \$1,455.30 in liquidated damages for terminating the contract.
12. BC Pallets argues that Van Pro breached the parties' contract. It says that Van Pro picked up waste at irregular intervals and there was no pickup from November 2022 to January 2023. On January 7, 2023, BC Pallets emailed Van Pro ending the parties' contract due to lack of pickups and poor service. BC Pallets requested a final invoice and its last payment to Van Pro was on January 11, 2023. BC Pallets sent additional emails dated January 13, 17, and 19, 2023, confirming that it wished to end the parties' contract.

13. In its reply submissions, Van Pro says that one of its employees went to BC Pallets, showed proof that it had provided waste removal service twice per month, and convinced BC Pallets to continue using its services. It says that all issues were resolved, however BC Pallets terminated the parties' contract at the end of March 2023.
14. I prefer BC Pallets' evidence about the lack of service from November 2022 to January 2023. Van Pro says in its submissions that it provided evidence to BC Pallets proving that it followed the schedule. However, it did not provide any evidence of that in this CRT dispute even though it provided photos of later pickups. Van Pro has been involved in previous CRT disputes and should be familiar with the requirement to provide relevant evidence. I find that Van Pro did not pick up BC Pallets' waste from November 2022 to January 2023.
15. Though it does not use this term, I find that BC Pallets is arguing that Van Pro repudiated the contract. A party may repudiate a contract by refusing to perform its terms. The non-repudiating party may either 1) accept the repudiation or 2) affirm the contract and keep it alive for both parties. If the innocent party accepts the repudiation then this ends the contract and both parties are relieved of their obligations under it (see *Dosanjh v. Liang*, 2015 BCCA 18 at paragraphs 33 to 34).
16. Van Pro's only obligation under the parties' contract was to pick up waste twice per month. I find that Van Pro repudiated the contract by failing to do this for several months. BC Pallets emailed Van Pro multiple times in January 2023 indicating that it wished to end the contract due to poor service. So, I find that BC Pallets accepted Van Pro's repudiation of the contract in January 2023.
17. Given my finding that Van Pro repudiated the contract and BC Pallets accepted the repudiation in January 2023, I do not need to consider Van Pro's claim for liquidated damages, service fees after January 2023, and the bin removal fee. I dismiss Van Pro's claims in this dispute.

18. I considered whether Van Pro is entitled to compensation for its work after January 2023 under the legal principle of “quantum meruit”, which means “value for work done”. However, I find that it would be inappropriate to do so in this dispute because the evidence shows that BC Pallets repeatedly told Van Pro that it wished to stop using its services.

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. I see no reason in this case not to follow that general rule. Van Pro was not successful in this dispute, so I do not order any reimbursement of its CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

20. I dismiss Van Pro’s claims and this dispute.

Peter Mennie, Tribunal Member