



Civil Resolution Tribunal

Date Issued: February 9, 2024

File: SC-2022-009601

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Acumen Law Corporation v. Dhaliwal*, 2024 BCCRT 130

BETWEEN:

ACUMEN LAW CORPORATION

APPLICANT

AND:

GURJEET DHALIWAL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about payment for legal services.
2. The respondent, Gurjeet Dhaliwal, hired the applicant, Acumen Law Corporation, to represent him on a legal matter. The respondent paid a retainer, but the applicant

says he has not paid the outstanding amount for the services provided. The applicant claims \$2,460 for unpaid legal services.

3. The respondent says the applicant initially told him it could secure the outcome he wanted, but later told him it could not, and ultimately did not represent him at trial. The respondent says for these reasons, he is not obliged to pay the claimed amount.
4. Shora Amini, a lawyer, represents the applicant. The respondent is self-represented.

JURISDICTION AND PROCEDURE

5. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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.
6. CRTA section 39 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 I am properly able to assess and weigh the documentary evidence and submissions before me, without the need for an oral hearing.
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 CRTA section 118, 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 whether the respondent owes the applicant \$2,460 for unpaid legal services.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to information I find necessary to explain my decision. The applicant did not provide reply submissions, and the respondent did not submit documentary evidence, despite both having been given the chance to do so.
11. The following background is undisputed. Around May 2019, the respondent hired the applicant to represent him on a legal matter. The parties did not have a written retainer agreement. However, in May and June 2019, the respondent paid the applicant a retainer totaling \$1,000. The applicant did not provide its services to the respondent on an hourly-fee basis, but rather "quoted" for the work. I find this means the applicant offered its services to the respondent on a fixed-fee basis.
12. There is no evidence of what the applicant told the respondent about the fixed fee before November 2019, so I find it unproven the respondent agreed to pay any particular amount before then. However, on November 14, 2019, the applicant advised the respondent the matter had been scheduled for a 2-day trial on January 4 and 5, 2021. It said if the trial went ahead, the total cost of its legal services would be \$11,200 including tax. The applicant asked the respondent to begin making payments towards this expense. It is undisputed the respondent did not make any payments as requested.
13. In December 2020, the court granted the applicant's request to be removed as counsel of record. On December 29, 2020, the applicant sent the respondent its statement of account, indicating he owed it \$3,000, plus \$360 in tax. Having already applied \$100 of the respondent's retainer to an earlier invoice for a filing fee, the applicant applied the remaining \$900 to the \$3,360 owing, leaving a balance of the claimed \$2,460.
14. The respondent says the applicant only quoted him for a 2-day trial. He says the applicant initially told him "they would do there best" (reproduced as written) to

achieve his desired outcome, which was to keep his driving license. The respondent says he was ready to pay for the trial, but the applicant then told him the best outcome would involve him giving up his license. The respondent says he did not want to do this because he required a driving license for his job, so he found different legal representation. There is no evidence the respondent tried to end his business relationship with the applicant, or advised it to stop working on his file before the applicant stopped representing him.

15. The respondent's position is that since the applicant was unable to guarantee he would keep his license, and since it did not represent him at trial, he is not responsible to pay the applicant the claimed amount. For its part, the applicant says it is entitled to the \$2,460 balance of its statement of account for services it did provide.
16. The statement of account describes the work the applicant did for the respondent. While the services are listed under a single date, I find it obvious they were completed over time. I say this because the work described included:
 - a. Taking instructions,
 - b. Reviewing documents,
 - c. Appearing in court 11 times,
 - d. Making submissions to Crown Counsel,
 - e. Attempting to settle,
 - f. Scheduling a trial date, and
 - g. Attempting to contact the respondent.

The applicant submitted a copy of the appearance sheet recording the applicant's court attendance as agent for the respondent, and copies of emails exchanged with Crown Counsel.

17. While the applicant did not represent the respondent at trial or secure his preferred outcome, I find the applicant is entitled to be paid a reasonable amount for the

services provided. Though the respondent says the applicant only quoted him for a 2-day trial, it is clear from the applicant's November 14, 2019 letter that the \$11,200 fixed fee was for all of the applicant's services up to and including the trial. Contrary to what the respondent seems to suggest, I find the letter does not indicate the respondent would only have to pay the fixed fee if the trial went ahead or the applicant achieved a settlement that involved the respondent keeping his license.

18. Further, I find it unreasonable for the respondent to expect he would not have to pay anything for the applicant's services before the trial simply because the applicant did not resolve the matter to his satisfaction. The respondent admits the applicant said it would do its best to achieve his preferred outcome. This is not a guarantee. From the evidence, I find the applicant made reasonable efforts to settle the matter in a way that involved the respondent keeping his license, even if those efforts were unsuccessful. The respondent says the applicant did not put in "100% effort", but he does not say what more he thinks the applicant should have done.
19. Finally, the respondent says the applicant did not turn over certain work to his new legal representative as requested. He says if the applicant had done so it would "maybe be entitled". I find this is incorrect. First, the respondent did not provide details or evidence to support his assertion. Second, payment for the applicant's services is not contingent on the applicant sharing its work with another lawyer. To the extent the respondent is alleging the applicant breached the Law Society Rules or *Code of Professional Conduct for BC*, I find this is a matter for the Law Society of BC to consider, should the respondent wish to make a complaint.
20. Based on all of the above, I find \$3,000 is a reasonable amount for the work described. I find the applicant is entitled to payment of \$2,460 for the balance of its statement of account.
21. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$2,460 debt award from December 29, 2020, the date of the statement of account, to the date of this decision. This equals \$167.42.

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. I find the successful applicant is entitled to reimbursement of \$125 in CRT fees. The applicant does not claim dispute-related expenses.

ORDERS

23. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,752.42, broken down as follows:

- a. \$2,460 in debt,
- b. \$167.42 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

24. The applicant is entitled to post-judgment interest, as applicable.

25. 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.

Megan Stewart, Tribunal Member