



Civil Resolution Tribunal

Date Issued: March 7, 2024

File: SC-2023-010053

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Greater Victoria Snow Removal Services Ltd. v. The Owners, Strata Plan EPS676, 2024 BCCRT 237*

B E T W E E N :

GREATER VICTORIA SNOW REMOVAL SERVICES LTD.

APPLICANT

A N D :

The Owners, Strata Plan EPS676

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin, Vice Chair

INTRODUCTION

1. This is a final decision dismissing this claim as it is out of time under the *Limitation Act* (LA).

2. The applicant, Greater Victoria Snow Removal Services Ltd., says it provided snow removal and salting services to the respondent strata corporation, The Owners, Strata Plan EPS676 (strata). The applicant says the strata failed to pay the \$3,038.76 outstanding balance owing.
3. The strata denies owing the applicant anything. It says it cancelled its contract with the applicant on January 20, 2020, and paid for all services up to the end of January 2020. The strata also says the applicant's claim is beyond the 2-year limitation period set out in the LA and so it cannot succeed.
4. The applicant is represented by its sole director and officer. The strata is represented by a strata council member.

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. In resolving disputes, the CRT must apply principles of law and fairness.
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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

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 is whether the CRT should dismiss the applicant's claim as out of time under the LA.

EVIDENCE AND ANALYSIS

10. In making this decision I have reviewed the Dispute Notice, the Dispute Response, and the strata's submissions on the limitation issue. Despite being invited to do so, the applicant did not provide any submissions.
11. Section 13 of the CRTA confirms that the LA applies to CRT claims. Section 6 of the LA says that the basic limitation period to file a claim is 2 years after the claim is "discovered". At the end of the 2-year limitation period, the right to bring a claim disappears.
12. Section 8 of the LA says a claim is "discovered" on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate way to remedy the damage.
13. The applicant filed its dispute resolution request on September 30, 2023. So, in order to have filed its claim within the 2-year limitation period, the applicant must have discovered its claim no earlier than September 30, 2021.
14. In its application for dispute resolution, the applicant said it became aware of its claim in 2020. This is consistent with the strata's explanation that it paid the applicant up to the end of January 2020, and last communicated with the applicant in March 2020. So, I find the applicant discovered its claim well before September 30, 2021.

- 15. The applicant's claim was out of time when it filed its claim on September 30, 2023 and so I dismiss it.

- 16. 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 unsuccessful, it is not entitled to reimbursement of any paid CRT fees. As the successful respondent, the strata paid no fees and claimed no dispute-related expenses.

ORDER

- 17. I dismiss the applicant's claim and this dispute.

Sherelle Goodwin, Vice Chair