



Civil Resolution Tribunal

Date Issued: March 12, 2024

File: SC-2023-004167

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Shoker (dba Fit 4 Me Club)*, 2024 BCCRT 247

BETWEEN:

BIRINDER SINGH

APPLICANT

AND:

TARSEM SINGH SHOKER (Doing Business as FIT 4 ME CLUB)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about cancelling a gym membership.
2. Birinder Singh was a member at Fit 4 Me Club, a gym owned and operated by 1189547 B.C. Ltd. (1189547). Tarsem Singh Shoker is a director of 1189547.

3. Mr. Singh says he verbally cancelled his membership in person at the gym prior to travelling abroad. However, he says when he returned home, he discovered he had been charged biweekly membership fees and, since his payment method was declined, late fees. Mr. Singh eventually paid a collection agency \$749.51 to clear his balance.
4. Mr. Singh claims a total of \$1,250, including \$750 to recover money he paid to the collection agency and a further \$500 for his inconvenience.
5. Mr. Shoker says the payments were permitted by Mr. Singh's membership agreement with the gym. He asks me to dismiss Mr. Singh's claims.
6. The parties are each self-represented.
7. For the reasons that follow, I dismiss Mr. Singh's claim.

JURISDICTION AND PROCEDURE

8. These are the Civil Resolution Tribunal (CRT)'s formal written reasons. The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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.
9. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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.
10. CRTA section 42 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.

11. 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

12. The issue in this dispute is whether Mr. Shoker must pay Mr. Singh his claimed damages.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Mr. Singh, as applicant, must prove his 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.
14. In March 2021, Mr. Singh became a member at Fit 4 Me Club. Corporate records in evidence show Fit 4 Me Club is operated by 1189547.
15. Mr. Singh says he signed the gym's membership terms and made biweekly payments until September 2021.
16. Mr. Singh says in late September he verbally told a gym representative he was leaving the country for an extended period of time. He says the representative told him his membership would be cancelled in one month.
17. When Mr. Singh returned to Canada in February 2022, he says he went back to the gym to begin his membership again. At that time, he says he discovered he had been charged biweekly membership payments and late fees while he had been gone.
18. On March 30, 2022, Mr. Singh emailed an unnamed gym representative to cancel his membership.

19. In time, a collections agency contacted Mr. Singh on the gym's behalf. Mr. Singh paid the agency \$749.51, the amount the gym claimed.
20. As noted above, Mr. Shoker is a director of 1189547, the company that owns and operates Fit 4 Me Club. The terms of the membership agreement show Mr. Singh's agreement was with Fit 4 Me, and Mr. Shoker is not mentioned. While Mr. Singh filed his claim against Mr. Shoker "doing business as" Fit 4 Me Club, I find no evidence that shows Mr. Shoker was acting as a sole proprietor.
21. The membership agreement that sets out the parties' relationship says the gym is called "FIT4ME", but it does not list Mr. Shoker's name anywhere. Similarly, all correspondence is between the "Fit4Me Team" and Mr. Singh. Again, Mr. Shoker's name does not appear anywhere.
22. When a corporation enters into a contract, it does not automatically bind its directors or officers, and the directors and officers are generally not liable for a corporation's actions. Mr. Singh has not shown Mr. Shoker should be held personally responsible for Mr. Singh's contract with Fit4Me. I find Mr. Singh's claim is properly against 1189547.
23. For these reasons, I find Mr. Shoker is not the proper respondent to Mr. Singh's claim, and I must dismiss his claim on that basis. Nothing in this decision prevents the applicant from starting a new dispute naming the correct parties, subject to the relevant limitation periods.
24. 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. Since Mr. Singh was unsuccessful, I dismiss his claims for reimbursement of CRT fees. Mr. Shoker did not pay any CRT fees or claim any dispute-related expenses.

ORDER

25. I dismiss Mr. Singh's claims and this dispute.

Christopher C. Rivers, Tribunal Member