



# Civil Resolution Tribunal

Date Issued: April 17, 2024

File: SC-2023-005376

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Acumen Law Corporation v. Nahal*, 2024 BCCRT 364

BETWEEN:

ACUMEN LAW CORPORATION

**APPLICANT**

AND:

RAJAN NAHAL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about payment for legal services. The respondent, Rajan Nahal, hired the applicant, Acumen Law Corporation, to represent him on a legal matter. Mr. Nahal paid a retainer, but Acumen says he has not paid the outstanding amount for the services provided. It claims \$1,800. Acumen is represented by one of its lawyers, Shora Amini.

2. Mr. Nahal says he has already paid Acumen enough, and that this claim arises from legal services Acumen provided over 5 years ago. He denies owing Acumen anything. Mr. Nahal represents himself.

## **JURISDICTION AND PROCEDURE**

3. 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.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
6. 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.

## **ISSUES**

7. The issues in this dispute are:
  - a. Whether Acumen's claims are out of time under the *Limitation Act*, and

- b. If not, whether Acumen is entitled to \$1,800 for unpaid legal services.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant Acumen must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
9. Mr. Nahal hired Acumen to represent him in a legal matter in May 2018. He paid a \$1,000 retainer. The matter concluded on July 4, 2019. In submissions, Acumen says it provided Mr. Nahal with its final statement of account for legal services on December 29, 2020. However, the statement of account provided in evidence is dated June 5, 2021. The invoice shows an outstanding amount of \$1,800, due on receipt of the invoice.
10. As noted, Mr. Nahal says this matter was concluded several years ago. He says he agreed to pay a total of \$2,000, only if the matter went to trial, which it did not. So, he says the \$1,000 he already paid is fair given the amount of work Acumen did. Notably, Acumen did not respond to Mr. Nahal’s allegations about timing, and did not provide any final reply submissions, despite the opportunity to do so.

### ***Limitation Act***

11. Given Mr. Nahal’s argument about timing and Acumen’s submission that it billed Mr. Nahal on December 29, 2020, I asked CRT staff to obtain additional submissions from the parties about the application of the *Limitation Act* to this dispute. I also asked Acumen to explain the discrepancy between its submission that it billed Mr. Nahal on December 29, 2020 and the invoice in evidence’s June 5, 2021 date. Neither party provided additional submissions.
12. Section 13 of the CRTA says that the *Limitation Act* applies to CRT claims. Section 6 of the *Limitation Act* 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 ends, even if the claim otherwise would have been successful.

13. Section 8 of the *Limitation Act* 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.
14. Acumen filed its application for dispute resolution on May 19, 2023. So, in order to have filed its claim within the 2-year limited period, Acumen must have discovered its claim no earlier than May 19, 2021.
15. Here, Acumen’s submissions are that it sent its final invoice to Mr. Nahal on December 29, 2020. Although the invoice in evidence is dated June 5, 2021, Acumen does not say it billed Mr. Nahal on that day. Given Acumen’s lack of response to my questions about the discrepancy on the invoice’s date, I find it was likely an autogenerated date from the invoice being printed later. The invoice says it was due on receipt. So, I find Acumen discovered its claim against Mr. Nahal on December 29, 2020, the date it invoiced him, at the latest. Acumen has not provided any evidence or explanation to support a later discovery date or an extension of the limitation period, such as an acknowledgement of the debt.
16. This means that the limitation period expired on December 29, 2022. I find Acumen’s claim was out of time when it filed its dispute on May 19, 2023. I dismiss Acumen’s claim.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Mr. Nahal was successful but did not pay any tribunal fees or claim dispute-related expenses. I dismiss Acumen’s claim for reimbursement of tribunal fees.

## **ORDER**

18. Acumen's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair