



# Civil Resolution Tribunal

Date Issued: May 2, 2024

File: SC-2023-001636

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gill v. Hunter Village Films Inc.*, 2024 BCCRT 421

BETWEEN:

AMIR GILL

**APPLICANT**

AND:

HUNTER VILLAGE FILMS INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alison Wake

## INTRODUCTION

1. Amir Gill acted in a film produced by the respondent, Hunter Village Films Inc. Mr. Gill says Hunter Village has not paid him for his work or expenses to attend the film shoots. He claims \$1,893 for his acting services and accommodation expenses. Mr. Gill is self-represented.

2. Hunter Village agrees that it has not paid Mr. Gill for two days of work, but says the other amounts he claims are unreasonable and it did not agree to pay them. Hunter Village is represented by a director, CN.

## **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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
4. 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 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. So, I decided to hear this dispute through written submissions.
5. 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 court.
6. 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**

7. The issue in this dispute is whether Hunter Village must pay Mr. Gill \$1,893 for acting services and expenses.

## **EVIDENCE AND ANALYSIS**

8. As the applicant in this civil proceeding, Mr. Gill must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision. Hunter Village did not provide written submissions other than its initial Dispute Response, despite having the opportunity to do so.
9. Mr. Gill undisputedly attended two film shoots for Hunter Village, one on Vancouver Island and one in the Lower Mainland. In an email to Hunter Village in evidence, he explains the amounts he says are still owing from these two shoots:
  - a. \$650 for 13 nights' accommodation on Vancouver Island, at \$50 per night,
  - b. \$50 for an unpaid per diem for the Vancouver Island shoot,
  - c. \$200 for ferry expenses, and
  - d. \$493 for 3 nights' accommodation in the Lower Mainland.
10. This totals \$1,393. Mr. Gill also says that Hunter Village owes him for 2 days of shooting in addition to these expenses. Based on Mr. Gill's total claimed amount of \$1,893, I infer he claims \$500 for the shooting fees.

### ***Shooting fees***

11. In its Dispute Response, Hunter Village acknowledged that it owes Mr. Gill \$200 plus a \$50 per diem per day for his last two days of work, which Mr. Gill says is for the Lower Mainland shoot. So, I find Hunter Village agrees to pay Mr. Gill the claimed \$500 for the two days of shooting, and I order it to pay this amount.

### ***Lower Mainland accommodation***

12. Mr. Gill provided text messages in evidence between himself and CN on October 4, 2022. In the messages, Mr. Gill asked about accommodation for the Lower Mainland shoot. CN said that they would find accommodation for Mr. Gill. Mr. Gill offered to arrange accommodation himself and send CN the invoice. CN asked what the price

was. Mr. Gill responded that hotels were \$200 per night but that he could probably find something for \$150. CN did not respond to this message.

13. Hunter Village does not directly address Mr. Gill's argument that it agreed to pay for his accommodation for the Lower Mainland shoot. I find if it did not agree to do so, CN likely would have said this in response to Mr. Gill's message. On balance, and in the absence of any specific submissions from Hunter Village on this point, I find Hunter Village agreed to pay for Mr. Gill's accommodation.
14. Mr. Gill submitted a receipt showing that he paid \$493.33 for three nights in a Lower Mainland Airbnb. As noted, Hunter Village also says that Mr. Gill's claimed expenses are unreasonable. However, it did not submit any evidence to show that it would have spent less if it found accommodation for Mr. Gill. So, I find this amount reasonable, and order Hunter Valley to pay Mr. Gill \$493.33 for accommodation in the Lower Mainland.

### ***Per diem***

15. I turn to Mr. Gill's claim for an unpaid \$50 per diem for the Vancouver Island shoot. As noted above, Hunter Village acknowledges that it agreed to pay Mr. Gill a \$50 per diem for each day of shooting. Mr. Gill says he was on Vancouver Island for 13 days, but was not paid a per diem for one day when he was sick. This is consistent with a \$600 cheque Hunter Village provided in evidence, which says that it is for 12 days of per diems. I infer Mr. Gill did not attend the shoot on the day he was sick.
16. As noted, in Hunter Village's response, it says that it did not agree to pay Mr. Gill for the claimed expenses. The burden is on Mr. Gill to prove that Hunter Village agreed to pay the amounts he is claiming.
17. Here, Mr. Gill provided no evidence that Hunter Village agreed to pay a per diem for days that he was not present for the shoot. So, I dismiss his claim for the additional per diem.

### ***Ferry expenses***

18. Mr. Gill says that he spent \$200 on ferry costs. He attached a ferry receipt to an email to Hunter Village in evidence, but it is not legible. In any event, Mr. Gill provided no evidence that Hunter Village agreed to pay for his ferry expenses for the Lower Mainland shoot. So, I dismiss this part of his claim.

### ***Vancouver Island accommodation***

19. Mr. Gill claims \$650 for accommodation on Vancouver Island. He says that Hunter Village promised him \$50 per day for accommodation, and he stayed on Vancouver Island for 13 nights. Again, given Hunter Village's denial that it agreed to pay for Mr. Gill's claimed expenses, the burden is on Mr. Gill to prove that it did. Here, Mr. Gill provided no evidence that Hunter Village agreed to pay for his accommodation on Vancouver Island. He also provided no evidence of the cost he incurred for this accommodation. So, I find this part of Mr. Gill's claim unproven, and I dismiss it.

## **INTEREST, CRT FEES, AND EXPENSES**

20. The *Court Order Interest Act* applies to the CRT. Mr. Gill is entitled to pre-judgment interest on the shooting fees and the Lower Mainland accommodation from October 15, 2022, the day Mr. Gill requested payment of these expenses, to the date of this decision. This equals \$67.72.

21. Under CRTA section 49 and the CRT Rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Gill was partially successful, I find he is entitled to reimbursement of half of his CRT fees, which equals \$62.50. Neither party claimed dispute-related expenses.

## **ORDERS**

22. Within 21 days of this decision, I order Hunter Village to pay Mr. Gill a total of \$1,123.55, broken down as follows:

- a. \$993.33 in debt,
- b. \$67.72 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$62.50 in CRT fees.

23. Mr. Gill is entitled to post-judgment interest, as applicable.

24. This is a validated decision and order. Under CRTA section 58.1, 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.

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Alison Wake, Tribunal Member