



Civil Resolution Tribunal

Date Issued: May 22, 2024

File: SC-2023-003167

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *9305076 Canada Ltd. v. Rosales*, 2024 BCCRT 469

BETWEEN:

9305076 CANADA LTD.

APPLICANT

AND:

VICTORINA ROSALES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The respondent, Victorina Rosales, hired the applicant, 9305076 Canada Ltd., who does business as Sprout Landscaping, to provide lawn care services. The applicant says the respondent failed to pay for its services, and claims \$2,090.55. The applicant is represented by an employee or principal.
2. The respondent says the applicant took their money without notice. The respondent is self-represented.

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. The respondent expressed some concerns about being able to communicate in writing during the CRT process. CRT staff explained to the respondent that they could use a helper while participating. As noted below, the respondent did not provide any documentary evidence or submissions beyond the brief Dispute Response. This dispute mostly turns on the parties' written contract. Ultimately, I find that I am able to assess and weigh the documentary evidence and submissions before me, and I note neither party requested an oral hearing. 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.
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.
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.

ISSUE

7. The issue in this dispute is how much, if anything, the applicant is entitled to for provided landscaping services.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant 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. As noted above, the respondent did not provide any documentary evidence or submissions apart from their Dispute Response filed at the outset of this dispute, despite the opportunity to do so.
9. On June 1, 2022, the respondent signed a contract agreeing to pay \$156.45 (\$149 plus tax) per month to the respondent for 12 months starting April 1, 2022 for a year of lawn care services, with the majority of visits occurring that spring and summer.
10. The applicant says the respondent did not return the signed contract until late July, and it had already started providing services for the respondent. So, after the contract was signed and received, the applicant billed the respondent for its April, May, June and July work at the contract rate of \$156.45 per month, totaling \$625.80. After that, the applicant billed the respondent on the first day of the month, as provided in the contract. The respondent paid for August, September, and October, but nothing more.
11. The applicant says the respondent also requested extra pruning work, which is documented in a June 4, 2022 quote for \$682.50. The quote is also signed by the respondent and was undisputedly paid for by credit card.
12. Ultimately, the respondent initiated a chargeback for the \$625.80 and \$682.50 charges, and was refunded the money from their credit card company. So, the applicant seeks repayment of those amounts, plus the balance of the 5 months still owing on the contract (\$782.25). This totals \$2,090.55, the amount claimed in this dispute.
13. As noted, the respondent did not provide any further submissions. In their Dispute Response, the respondent agreed they gave the respondent their credit card information, but appears to argue the applicant was not entitled to take more than \$149. The respondent did not provide any explanation about the signed contract or

quote for extra work, or why they charged back their payments through their credit card company. Similarly, the respondent does not allege the applicant's work was deficient or otherwise substandard.

14. The applicant's evidence shows its employees visited the applicant's home for lawn care or pruning services a total of 31 times between March and November 2022. Absent any evidence to the contrary, I find the applicant fulfilled its obligations under the contract and the respondent must pay it \$2,090.55 for its services.
15. The applicant is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from each payment's due date, and from the date the charges were reversed, this totals \$137.93.
16. 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. As the applicant was successful, I find the respondent must reimburse it \$125 in paid tribunal fees. The applicant did not claim any dispute-related expenses. I dismiss the respondent's claim for reimbursement of tribunal fees.

ORDERS

17. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$2,353.48, broken down as follows:
 - a. \$2,090.55 in debt,
 - b. \$137.93 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in tribunal fees.
18. The applicant is also entitled to post-judgment interest, as applicable.

19. This is a validated decision and order. 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.

Andrea Ritchie, Vice Chair