



# Civil Resolution Tribunal

Date Issued: May 23, 2024

File: SC-2022-010128

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stojnic v. Speedy Consolidated Inc.*, 2024 BCCRT 474

BETWEEN:

DRAGOMIR STOJNIC

**APPLICANT**

AND:

SPEEDY CONSOLIDATED INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about unpaid wages. The applicant, Dragomir Stojnic, says the respondent, Speedy Consolidated Inc. (Speedy), failed to pay him for truck driving services he provided. Mr. Stojnic seeks \$4,005. He represents himself.
2. Speedy says Mr. Stojnic never showed up for work. It denies owing Mr. Stojnic any money. Speedy is represented by its director, Bozo Karac.

## **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, nor did either party request one.
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.

### ***Employment Standards***

7. The Employment Standards Branch (ESB) has exclusive jurisdiction over statutory entitlements under the *Employment Standards Act* (ESA). Here, Mr. Stojnic does not make any claim for statutory entitlements under the ESA. I find the CRT has jurisdiction to hear Mr. Stojnic's unpaid wages claim under its small claims jurisdiction over debt and damages.

## **ISSUE**

8. The issue in this dispute is whether Speedy owes Mr. Stojnic \$4,005 for truck driving services.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, Mr. Stojnic must prove his 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. Speedy chose not to provide any documentary evidence, despite the opportunity to do so.
10. Mr. Stojnic says he provided Speedy with truck driving services between February 2 and 14, 2021 and has not been paid. He says the parties agreed to \$4,005 for the work, and claims that amount in this dispute.
11. Speedy says Mr. Karac paid over \$5,000 in sponsorship fees to bring Mr. Stojnic to Canada to work for his company, but that Mr. Stojnic never showed up for work. Mr. Stojnic denies the sponsorship allegation. For the following reasons, I prefer Mr. Stojnic’s version of events.
12. First, text messages in evidence between Mr. Stojnic and Mr. Karac show Mr. Stojnic following up on his outstanding pay. Mr. Karac does not deny owing Mr. Stojnic the money in the 2021 messages. In fact, Mr. Karac sent Mr. Stojnic a picture of a cheque from Speedy, made out to Mr. Stojnic with the memo “contractor”, for \$4,005. The cheque has no date. Although Mr. Karac asked Mr. Stojnic for his address, it is undisputed Mr. Stojnic never received a cheque.
13. Second, as he was not yet paid, Mr. Stojnic hired a lawyer to draft a demand letter to Speedy. In a November 8, 2022 email response to the demand letter, Mr. Karac again stated he had paid Mr. Stojnic’s sponsorship fees but that Mr. Stojnic never showed up for work. In the same email, Mr. Karac said Mr. Stojnic was contracted to another of Mr. Karac’s companies, Speedy Bob Logistics, for less than 2 weeks, but said Mr.

Karac was entitled to withhold any money owing to recover the sponsorship expenses.

14. On balance, I find Mr. Stojnic performed truck driving services for Speedy. Although Mr. Karac argued it was for a different, but related, company, Mr. Stojnic provided various bills of lading all dated in February 2021, and they are in Speedy's name. Speedy does not address this evidence.
15. Based on Mr. Karac's text messages and the cheque image he sent to Mr. Stojnic, I also find the parties agreed to \$4,005 for the work Mr. Stojnic performed.
16. To the extent Speedy argues there should be a reduction in Mr. Stojnic's payment to recover sponsorship costs, I disagree. Speedy did not provide any evidence that it paid any fees on behalf of Mr. Stojnic.
17. I find Speedy must pay Mr. Stojnic the claimed \$4,005.
18. Mr. Stojnic is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from February 14, 2021, Mr. Stojnic's last day worked and a date I find reasonable in the circumstances, this equals \$329.59.
19. 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 Mr. Stojnic was successful, I find Speedy must reimburse him \$175 in paid tribunal fees. He did not claim any dispute-related expenses.

## **ORDERS**

20. Within 21 days of the date of this decision, I order Speedy to pay Mr. Stojnic a total of \$4,509.59, broken down as follows:
  - a. \$4,005 in debt,
  - b. \$329.59 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$175 in tribunal fees.

21. Mr. Stojnic is also entitled to post-judgment interest, as applicable.

22. 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.

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Andrea Ritchie, Vice Chair