



Civil Resolution Tribunal

Date Issued: May 28, 2024

File: SC-2023-002433

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rai v. Doctor LJ Bellamy Inc.*, 2024 BCCRT 487

BETWEEN:

PAUL RAI

APPLICANT

AND:

DOCTOR LJ BELLAMY INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about cleaning services. The applicant, Paul Rai, says the respondent, Doctor LJ Bellamy Inc. (Bellamy), only partially paid a January 2023 invoice and provided less than 30 days' notice to properly terminate the services. Mr. Rai claims a total of \$1,744.55 for both the invoice balance and damages.

2. Bellamy denies liability. It says it only needed to provide 14 days' notice to terminate the contract. It says it appropriately terminated the contract as of January 15, 2023. It also says it was therefore only liable for only half the January 2023 invoice amount, which it paid already.
3. Mr. Rai represents himself. LJ Bellamy represents Bellamy.
4. For the reasons that follow, I find Mr. Rai has proven a small part of his claim.

JURISDICTION AND PROCEDURE

5. 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.
6. Section 39 of the CRTA 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.
7. Section 42 of the CRTA 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.
8. 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

9. The issues in this dispute are as follows:
 - a. Did Bellamy provide the appropriate amount of notice to terminate the parties' cleaning services contract?
 - b. Is Bellamy liable for any amount under the January 2023 invoice or for damages for breaching a contract term about sufficient notice?

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Rai 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.
11. The parties' email show that in May 2019, Bellamy agreed to hire Mr. Rai as a cleaning contractor. The parties also agreed to use the same contract that Mr. Rai had with a third party, JP. The submissions indicate this was partly because Bellamy took over JP's business.
12. The parties did not provide a copy of their contract or JP's contract. I find from a January 31, 2023 invoice that Mr. Rai provided cleaning services at a monthly fixed rate of \$1,058.03, plus a monthly recycling sorting fee of \$78.75, for a total of \$1,136.78, inclusive of GST. I base this in part on Bellamy's breakdown written on the invoice and a reference to the cleaning fee in the emails. There is no evidence the parties agreed to a contract length, so I find it was a month-to-month agreement.
13. The parties disagree on how much notice Bellamy had to give Mr. Rai to terminate the contract. Bellay says it was only 14 days. Mr. Rai says it was 30 days. Ultimately, I find it was 14 days for the following reasons.
14. The parties' June 2020 emails show that Bellamy previously terminated the parties' cleaning contract before rehiring Mr. Rai at a later date. In the emails, Mr. Rai said he required 30 days' notice. Bellamy objected and said that 30 was "too much" and "14

days is reasonable". Mr. Rai agreed and wrote that "14 days is fine also". I find that, regardless of what the parties agreed to originally, the parties amended their contract so that 14 days' notice was sufficient. Mr. Rai said this period was only meant to apply during the COVID-19 pandemic. However, I find the emails lack language to indicate this was the case.

15. Text messages show that by at least October 2021, Bellamy rehired Mr. Rai. On January 4, 2023, Bellamy said it wished to terminate the contract as of January 15, 2023. Bellamy says this was 14 days' notice, but this was only 11 days' notice. Given this, I find that Bellamy breached the contract by providing insufficient notice.
16. The parties made submissions and provided evidence on whether Mr. Rai's cleaning was substandard. The text messages indicate that Bellamy complained about the level of cleaning in October 2021. Mr. Rai provided a considerable number of reference letters to rebut this and show he was a good worker.
17. I find that if Mr. Rai's cleaning was substandard, it could potentially amount to a breach of a fundamental term of the contract. In such circumstances, Bellamy could immediately terminate the contract. Ultimately, I find it unproven that Mr. Rai provided substandard service for the following reasons.
18. There is no direct evidence, such as photos or videos, to show Mr. Rai's work was lacking. Aside from the October 2021 text message, there is no history of any other complaints. I also find it unlikely that Bellamy would continue to use Mr. Rai's services from October 2021 to January 2023 if his work was deficient enough to be a breach of contract. Consistent with my finding, Bellamy terminated the contract in January 2023 by providing notice through an email. It did not say that it was ending the contract immediately because Mr. Rai had fundamentally breached a contract term about cleaning.
19. I turn back to the chronology. The emails show that Mr. Rai removed his equipment and stopped working as of January 15, 2023. Mr. Rai issued a January 31, 2023

invoice for \$1,136.78 for the entirety of January 2023. I referred to this invoice earlier. The invoice notes that Bellamy cancelled services on January 15, 2023.

20. Bellamy says it paid half of the cleaning fee for January 2023 and 100% of the recycling fee for that month on February 1, 2023, for a total of \$607.77. Mr. Rai did not dispute this. So, I accept Bellamy made this payment.
21. I turn to the issue of damages. As noted above, the parties did not provide a written contract so there are no specific terms before me about damages for insufficient notice. Mr. Rai claims \$1,744.55. He did not provide a breakdown of the amount. Based on his submissions, I find he says he is entitled to full monthly fees for both January and February 23, 2023, less Bellamy's \$607.77 payment. This equals \$1,665.73. This is somewhat less than Mr. Rai's claim amount, but I find the evidence and submissions do not explain the discrepancy. Mr. Rai did not provide any specific evidence about any loss flowing from Bellamy's breach.
22. Bellamy denies liability and says it fully paid off what it owed already.
23. Indefinite employment contracts commonly have an implied term that the employment can only be terminated with reasonable notice. This is largely to provide a terminated employee with sufficient time or pay to support their search for alternative suitable employment. See, for example, *Forbes v Glenmore Printing Ltd.*, 2023 BCSC 25.
24. The contract at issue is not an employment contract. However, I find that on the narrow issue of contractual notice, the same reasoning applies. I find that the parties agreed that Bellamy would provide Mr. Rai 14 days of notice before terminating the contract, otherwise he would be entitled to damages equal to pay in the absence of the agreed-upon notice.
25. I find that Bellamy did not provide the required notice. As noted above, Bellamy fell short by 3 days. As such, I find that Mr. Rai is entitled to payment of cleaning on a prorated basis for those 3 days. This equals \$34.13 per day inclusive of GST, or \$102.39 for the 3 days. I order Bellamy to pay Mr. Rai this amount. The *Court Order Interest Act* applies to the CRT. Mr. Rai is entitled to pre-judgment interest on

damages of \$102.39 from December January 4, 2023, the date of the breach, to the date of this decision. This equals \$6.95.

26. 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.
27. Mr. Rai was only partially successful. So, I award him partial reimbursement of \$62.50 in CRT fees. Mr. Rai also claimed as disputed-related expenses \$12.27 for registered mail and \$10 for a business name search. I find these were reasonably necessary and allow partial reimbursement of \$11.14. Bellamy did not claim any dispute-related expenses.

ORDERS

28. Within 30 days of the date of this order, I order Bellamy to pay Mr. Rai a total of \$182.98, broken down as follows:
 - a. \$102.39 in damages,
 - b. \$6.95 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$73.64, for \$62.50 in CRT fees and \$11.14 for dispute-related expenses.
29. Mr. Rai is entitled to post-judgment interest, as applicable.
30. 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.

David Jiang, Tribunal Member

