



# Civil Resolution Tribunal

Date Issued: June 5, 2024

File: SC-2023-005386

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Acumen Law Corporation v. Dosanjh*, 2024 BCCRT 508

BETWEEN:

ACUMEN LAW CORPORATION

**APPLICANT**

AND:

JAEDEN GURBACHAN SINGH DOSANJH

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about legal services. Jaeden Gurbachan Singh Dosanjh hired Acumen Law Corporation to represent him on a legal matter. Mr. Dosanjh paid a retainer, but Acumen says he has not paid the outstanding amount for the services provided. Acumen claims \$2,240 for unpaid legal services. A lawyer, Shora Amini, represents Acumen.

2. Mr. Dosanjh says he has already paid enough for the services Acumen provided. He also says Acumen's legal services were insufficient. Mr. Dosanjh 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, without the need for an oral hearing.
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 is whether Mr. Dosanjh owes Acumen \$2,240 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. Acumen did not provide final reply submissions despite the opportunity to do so.

9. In May 2021, Mr. Dosanjh hired Acumen to represent him on a legal matter. The parties did not have a written retainer agreement. However, Mr. Dosanjh paid a \$1,120 retainer. Acumen says it did not provide its services to Mr. Dosanjh on an hourly-fee basis.
10. There is no evidence about what, if anything, Acumen told Mr. Dosanjh about the fees it would charge when he first retained it. However, in March 2022, Acumen advised Mr. Dosanjh his matter was proceeding to trial that year and his total fees, including the trial, would be \$5,600. At that time, Acumen asked Mr. Dosanjh to start making payments towards the total amount. Despite initial agreeing to pay \$900 per month in email correspondence, Mr. Dosanjh did not sign the payment plan and undisputedly did not pay anything after the initial retainer.
11. In April 2022, Mr. Dosanjh retained a new lawyer. Acumen closed its file and billed Mr. Dosanjh \$3,360 for its services to date. After deducting Mr. Dosanjh's paid retainer, the outstanding invoice is \$2,240, the amount claimed in this dispute.
12. Mr. Dosanjh says he should not have to pay the full amount. He argues the retainer he paid is "adequate for the services provided". In his Dispute Response, Mr. Dosanjh argued Acumen provided "insufficient services" but did not otherwise explain this allegation. So, I find it unproven that Acumen's services were substandard.
13. Acumen's April 10, 2022 statement of account describes the work it did for Mr. Dosanjh between May 2021 and April 2022. This included taking instructions, appearing at 7 court dates, reviewing particulars, negotiating with Crown Counsel, and coordinating trial dates, among other things.
14. While Mr. Dosanjh chose to find new counsel before his trial, Acumen is still entitled to be paid a reasonable amount for the services it provided. I find the invoiced \$3,360 is a reasonable amount for the work described. After deducting Mr. Dosanjh's paid retainer, I find he must pay Acumen a total of \$2,240.

15. Acumen is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from April 10, 2022, the invoice's date, this equals \$176.57.
16. Under section 49 of the CRTA, and the CRT rules, I order Mr. Dosanjh to reimburse Acumen \$125 in paid tribunal fees. No dispute-related expenses were claimed.

## ORDERS

17. Within 30 days of the date of this decision, I order Mr. Dosanjh to pay Acumen a total of \$2,541.57, broken down as follows:
  - a. \$2,240 in debt,
  - b. \$176.57 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in tribunal fees.
18. Mr. Dosanjh 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.

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Andrea Ritchie, Vice Chair