



Civil Resolution Tribunal

Date Issued: June 10, 2024

File: SC-2023-005933

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Maple Leaf Disposal Ltd. v. Seidel*, 2024 BCCRT 524

B E T W E E N :

MAPLE LEAF DISPOSAL LTD.

APPLICANT

A N D :

ASHLEY SEIDEL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. Maple Leaf Disposal Ltd. (Maple Leaf) says while Ashley Seidel was employed by Maple Leaf, Ms. Seidel used Maple Leaf's account with a third party, Miles Tire Service Ltd. (MTS), to purchase new rims for her personal vehicle. Maple Leaf says Ms. Seidel has acknowledged this debt, but has not reimbursed Maple Leaf for MTS's invoice. Maple Leaf claims \$551.04 for reimbursement of the MTS invoice.

2. Maple Leaf also says it provided curbside organic services to Ms. Seidel, but Ms. Seidel has not paid for some of the services provided. Maple Leaf claims \$387.78 for its unpaid curbside organic services invoices.
3. Ms. Seidel disputes Maple Leaf's claim for reimbursement of the MTS invoice, and says a Maple Leaf employee told her there would be no charge for the wheel rims at MTS. Ms. Seidel agrees to pay her outstanding account for curbside organic services.
4. Maple Leaf is represented by an authorized employee. Ashley Seidel is self-represented.

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.
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:
 - a. Must Ms. Seidel reimburse Maple Leaf \$551.04 for the MTS invoice?
 - b. Must Ms. Seidel pay Maple Leaf \$387.78 for curbside organic services?

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Maple Leaf must prove its claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.

Must Ms. Seidel pay Maple Leaf \$551.04 for rims?

11. Maple Leaf submitted a November 2022 invoice from MTS to Maple Leaf, totaling \$551.04 for 4 "misc. wheel" and 4 "changeover and balance". The "PO number" listed on the invoice "Ashley", which is Ms. Seidel's first name.
12. As noted, Maple Leaf says Ms. Seidel asked to use Maple Leaf's account to obtain discount pricing, Maple Leaf says Ms. Seidel was supposed to pay MTS directly, but instead charged the tires to Maple Leaf's MTS account, and has not reimbursed Maple Leaf. Although Ms. Seidel denies charging anything to Maple Leaf's MTS account, she did not dispute that the above November invoice was for rims for her vehicle.
13. Ms. Seidel says that a Maple Leaf employee told her that they would switch her rims for different rims at MTS at no cost to her. Ms. Seidel says she was never told that she would owe money for the exchange. However, I find nothing turns on this allegation, and it is unnecessary to make any findings about it. I say this because I find Ms. Seidel acknowledged both the outstanding November invoice and the outstanding curbside organic services account charges in May 2023 text messages between the parties, and said she would pay them at the end of May 2023. In the text

messages, Maple Leaf referred to an invoice overdue since November and told Ms. Seidel she needed to “clear” the invoice as well as the “AR balance”. Maple Leaf employees asked Ms. Seidel to pay the invoice and her outstanding account, and Ms. Seidel said she would do so at the end of May 2023. Given these text messages, I find Ms. Seidel agreed to reimburse Maple Leaf for the MTS invoice, but failed to do so. Therefore, I find Ms. Seidel must reimburse Maple Leaf \$551.04 for the MTS invoice.

Must Ms. Seidel pay Maple Leaf \$387.78 for curbside organic services?

14. As noted, Maple Leaf claimed \$387.78 for curbside organic services provided. Ms. Seidel says the services were for her ex-partner’s mother. However, the invoices Maple Leaf provided between June 2022 and April 2023 are all addressed to Ms. Seidel. In any event, in her Dispute Response and submissions, Ms. Seidel acknowledged Maple Leaf provided the services and she agreed to pay the outstanding invoices. There is no evidence Ms. Seidel has already done so. Therefore, I find Ms. Seidel must pay Maple Leaf \$387.78 for the outstanding curbside organic services invoices.

15. In summary, I find Ms. Seidel must pay Maple Leaf a total of \$938.82 for the MTS invoice and curbside organic services invoices.

Interest, CRT fees and expenses

16. Ms. Seidel says she should not be required to pay interest because Maple Leaf did not tell her about her overdue curbside organics invoices or the MTS invoice until May 2023, after she gave notice she was resigning from her employment with Maple Leaf. Ms. Seidel says Maple Leaf filed this dispute only 2 months later and did not give her enough time to pay. Maple Leaf did not deny that it did not provide the invoices to Ms. Seidel until May 2023.

17. However, the *Court Order Interest Act* applies to the CRT, and Maple Leaf is entitled to pre-judgment interest on the above debts. Given the above, I find Maple Leaf is reasonably entitled to pre-judgment interest on the \$938.82 debt from May 1, 2023,

when it provided the invoices to Ms. Seidel, to the date of this decision. This equals \$52.08.

18. 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. As Maple Leaf was successful, I find it is entitled to reimbursement of \$125 in paid CRT fees. Neither party claimed dispute-related expenses.

ORDERS

19. Within 30 days of the date of this order, I order Ms. Seidel to pay Maple Leaf a total of \$1,115.90, broken down as follows:
- a. \$938.82 in debt,
 - b. \$52.08 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
20. Maple Leaf is entitled to post-judgment interest, as applicable.
21. 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.

Leah Volkers, Tribunal Member