



# Civil Resolution Tribunal

Date Issued: June 14, 2024

File: SC-2023-005676

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Weir Design & Engineering Inc. v. 12674092 Canada Corp.*, 2024 BCCRT  
545

B E T W E E N :

WEIR DESIGN & ENGINEERING INC.

**APPLICANT**

A N D :

12674092 CANADA CORP.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Leah Volkers

## INTRODUCTION

1. Weir Design & Engineering Inc. (Weir) says it provided mechanical engineering, construction and installation services to 12674092 Canada Corp (126 Corp) but has not been paid. Weir collectively claims payment of \$5,000 for 4 unpaid invoices.

2. 126 Corp disputes Weir's claims. It says Weir was negligent in its duties and overcharged 126 Corp.
3. Weir and 126 Corp are each represented by people I infer are authorized employees.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. 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.
6. 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.
7. 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**

8. The issue in this dispute is whether 126 Corp must pay Weir \$5,000 for its outstanding invoices.

## EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Weir must prove its claims on a balance of probabilities (meaning more likely than not). I have reviewed all of Weir's submissions and evidence but refer only to what I find necessary to explain my decision. Apart from its Dispute Response, 126 Corp did not provide any evidence or submissions despite being provided the opportunity to do so.
10. Weir says 126 Corp signed a March 18, 2020 agreement with Weir. Weir says it invoiced 126 Corp for the services provided, but 126 Corp has refused to pay.
11. At the outset, I note that the contract Weir provided in evidence lists HBC, another corporation, as a party to the contract, rather than 126 Corp. Neither party addressed this or explained any connection between HBC and 126 Corp. However, 126 Corp does not dispute that it hired Weir to provide mechanical engineering, construction and installation services, nor that the services were provided. Weir's invoices in evidence were addressed and emailed to 126 Corp. So, although it is unclear whether the contract in evidence applies to 126 Corp, I find 126 Corp hired Weir to provide services in exchange for payment.
12. As noted, Weir claims reimbursement for 4 specified invoices in its Dispute Notice, invoice 1415, 1433, 1446 and 1521. Weir provided some invoices and statements of account in evidence. However, it only provided 2 of the 4 invoices it claims reimbursement for - invoice 1433 totaling \$577.50 from April 30, 2022, and invoice 1446 totaling \$924 from May 31, 2022. These invoices are for construction and installation services in April and May 2022, respectively. Weir charged a total of 6.5 hours for its services in April and May 2022.
13. Although 126 Corp alleges Weir inflated its hours generally, 126 Corp did not dispute that Weir provided construction and installation services in April and May 2022. 126 Corp also did not identify or detail any alleged inflated hours in either invoice. 126 Corp also did not provide any evidence or submissions to support its bare allegation

that Weir was negligent. So, I find 126 Corp's allegations that Weir was negligent and overcharged 126 Corp unproven.

14. Emails between the parties show that 126 Corp proposed to pay the above invoices and other outstanding invoices after they were issued with a payment plan and did not raise concerns with any charges at that time. The evidence also shows 126 Corp made some partial payments for previous invoices. However, I find 126 Corp did not make any payments towards invoice 1433 or 1446. Invoices 1433 and 1446 do not appear obviously unreasonable. So, I find 126 Corp must pay Weir a total of \$1,501.50 for invoices 1433 and 1446.
15. Weir submitted statements of account to 126 Corp that list invoice 1415 totaling \$1,559.25 from March 31, 2022. However, the invoice itself is not in evidence. Similarly, a January 20, 2023 letter from Weir to 126 Corp refers to invoice 1521, for staff time and anticipated debt collection services. However, the letter does not set out invoice's total charge, and the invoice itself was also not provided in evidence. During the CRT process, parties are told to submit all relevant evidence. As Weir has not submitted invoice 1415 or 1521 in evidence, I find it has not proven it is entitled to payment of either of these invoices.

### ***Interest, CRT fees and expenses***

16. Weir did not claim contractual interest. However, as noted, Weir submitted a contract in evidence that includes contractual interest for overdue accounts. The *Court Order Interest Act* (COIA) applies to the CRT, but not if the parties have an agreement about interest. As discussed above, it is unclear whether the contract in evidence applies to 126 Corp. Contractual interest is also listed on Weir's invoices, but this does not show the parties had agreed to any contractual interest beforehand. So, I find the evidence does not show that the parties had an agreement about interest. Therefore, Weir is entitled to COIA pre-judgment interest on the \$1,501.50 from invoice dates to the date of this decision. This equals \$119.77.

17. 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. Weir was only partially successful in this dispute, so I find it is entitled to reimbursement of \$82.50 for half its paid CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

18. Within 30 days of the date of this order, I order 126 Corp to pay Weir a total of \$1,708.77, broken down as follows:

- a. \$1,501.50 in debt,
- b. \$119.77 in pre-judgment interest under the COIA, and
- c. \$87.50 in CRT fees.

19. Weir is entitled to post-judgment interest, as applicable.

20. 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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Leah Volkers, Tribunal Member