



Civil Resolution Tribunal

Date Issued: August 15, 2024

File: SC-2023-007934

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sethi v. Alikin*, 2024 BCCRT 784

B E T W E E N :

RAHUL SETHI

APPLICANT

A N D :

WILLIAM ALIKIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about payment for car delivery services. The applicant, Rahul Sethi, says he was hired by the respondent, William Alikin, to deliver cars. The applicant claims \$405 in unpaid delivery and fuel expenses. The respondent says they have never heard of this individual, and I infer is asking me to dismiss the applicant's claim.
2. The parties are each self-represented.

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 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.
5. 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.
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.
7. The applicant has sued the respondent in their personal capacity. Though neither party provided a copy of a contract, there is some evidence that the applicant was hired by "Motodyne Auto". Neither party provided submissions on this point. The applicant provided the text message history between the parties, which I find show the applicant only dealt with the respondent. There is no indication in those messages that the respondent was acting as an agent for a company.
8. I find this case is similar to the BC Provincial Court case *Out West Windows v. Tilley*, 2014 BCPC 296. In that case, a contractor claimed that he contracted through his corporation. However, the purchase order only included his business's operating name. It did not include "Ltd." or any other indication it was a corporation. The court

noted that section 27 of the BC *Business Corporations Act* says that a corporation must display its name on all of its contracts. While the court found that failing to include “Ltd.” or “Inc.” was not necessarily determinative, it found that in the absence of any explicit mention of the existence of a corporation, a reasonable person would understand that the contractor was operating as a sole proprietorship.

9. I find this case applies here. I accept there is no written contract between the parties. However, based on the correspondence between the parties, I find a reasonable person would assume the respondent was acting as a sole proprietorship. The respondent did not raise an objection to being personally named. So, I find the applicant is entitled to sue the respondent in their personal capacity.

ISSUE

10. The issue in this dispute is what, if anything, does the respondent owe the applicant for unpaid services and gas?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities, meaning more likely than not. I note the respondent did not provide any submissions or evidence other than their Dispute Response, despite being given the opportunity to do so. I have read all the applicant’s submissions and evidence, as well as the respondent’s Dispute Response, but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. The applicant did not provide a detailed background of the parties’ interactions. However, I infer from the evidence that the respondent hired him via a Craigslist ad in August 2021. Though the applicant refers to “\$15 per car”, I have no evidence on where or to whom these vehicles were being delivered.
13. The applicant was paid with no issues for the first two weeks, but then the parties had a disagreement and the respondent did not pay him for the last week.

14. I turn now to the respondent's argument in his Dispute Response that they have no record of the applicant. The respondent asked for the applicant's driver's license or social insurance number to locate the conversation.
15. However, I accept the applicant's submission that the parties had a casual arrangement, and he did not give the respondent his social insurance number. This is consistent with the parties' messages. The applicant's driver's license is also clearly shown in more than one piece of evidence, so I find the applicant provided it as requested.
16. Despite several reminders from CRT staff, the respondent chose not to provide submissions or evidence of their own in this dispute. When a party fails to provide relevant evidence, the CRT may draw an adverse inference. An adverse inference is when the CRT assumes that the party did not provide the evidence because it would not help their case.
17. I find that an adverse inference is appropriate here, and I find it likely that the respondent either was aware of who the applicant was, or became aware after seeing the evidence he provided. So, I find the respondent did hire the applicant. This is further supported by the fact that the phone number shown in the applicant's text messages is the same the respondent provided in their Dispute Response.
18. So, does the respondent owe the applicant anything? I find that they do, for the following reasons.
19. There is no contract in evidence, and the applicant only worked for the respondent for 3 weeks. I accept the applicant's submissions that for the first two weeks, the respondent paid the applicant \$15 per vehicle delivered and reimbursed him for gas money. This is consistent with the parties' messages.
20. The applicant says he delivered 23 vehicles for the week of August 23, 2021, which, at \$15 per vehicle, totals \$345. He also provided receipts showing he paid \$60 for gas that week. I find this is supported by the receipts for gas the applicant texted the respondent. In total, the applicant says the respondent owes him \$405, the amount

claimed in this dispute. The applicant notified the respondent of this total by text message on August 30. The respondent responded “got it thanks” to this, which I find implies their agreement to this amount.

21. I accept after this point, the parties had a disagreement, either in person or over the phone, where the applicant called the respondent a name. I also accept as a result of this insult, the respondent deliberately chose not to pay the applicant the remaining \$405. The respondent does not say in the messages the applicant did not do this work, and I find using an insult does not disentitle the applicant for work both parties agree he did. So, I find the respondent must pay the applicant \$405.
22. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$405 from September 3, 2021, the date the respondent refused to pay the applicant, to the date of this decision. This equals \$37.04.
23. 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. I find the applicant is entitled to reimbursement of \$125 in CRT fees. The applicant provided a receipt from Canada Post for \$16.54 and claims it as a dispute-related expense. I infer this was to mail the respondent the Dispute Notice and find he is entitled to reimbursement for the \$16.54.

ORDERS

24. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$583.58, broken down as follows:
 - a. \$405 in debt,
 - b. \$37.04 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$141.54, for \$125 in CRT fees and \$16.54 for dispute-related expenses.
25. The applicant is entitled to post-judgment interest, as applicable.

26. 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.

Amanda Binnie, Tribunal Member