Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Benrabah v. Triton Environmental Consultants Ltd.*, 2024 BCCRT 1068

BETWEEN:

MOHAMMED LAMINE BENRABAH

APPLICANT

AND:

TRITON ENVIRONMENTAL CONSULTANTS LTD.

RESPONDENT

AND:

MOHAMMED LAMINE BENRABAH

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member: Andrea Ritchie, Vice Chair

INTRODUCTION

1. Triton Environmental Consultants Ltd. (Triton) hired Mohammed Lamine Benrabah as an Environmental Professional. Mr. Benrabah quit after a few days. Mr. Benrabah says Triton has failed to pay them an agreed $1,000 signing bonus. Mr. Benrabah claims this amount in their dispute.

2. Triton says Mr. Benrabah never performed any billable work, so is not entitled to the signing bonus. In its counterclaim, Triton says Mr. Benrabah failed to return Triton's company laptop. It claims $1,240.70 as the laptop's value. Mr. Benrabah says they returned the laptop.

3. Mr. Benrabah represents themself. Triton is represented by Paul Harrison, its in-house lawyer.

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. In resolving disputes, the CRT must apply principles of law and fairness.

5. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. In some respects, the parties call into question the other's credibility, or truthfulness. While credibility in some cases can be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal, and flexible manner. Here, neither party asked for an oral hearing and the amount at stake is relatively small. Overall, I find the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions, so I have decided this dispute on the written materials.

6. 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.

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.

Evidence

8. In submissions, both parties referred to Triton's signed offer letter, however neither party submitted a copy in evidence. Through CRT staff, I asked the parties to provide a copy, which they both did. Given both parties already addressed this evidence in their submissions, I did not ask for additional submissions. I have considered the evidence in my decision below.

ISSUES

9. The issues in this dispute are:

    a. Must Triton pay Mr. Benrabah the $1,000 signing bonus, and

    b. Does Mr. Benrabah owe Triton $1,240.70 for unreturned company property?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, Mr. Benrabah must prove their claim on a balance of probabilities (meaning "more likely than not"). Triton must prove its counterclaim to the same standard. As these disputes are a claim and counterclaim, I have considered the parties' evidence and submissions collectively in both disputes in coming to my decision below. I only refer to what I find relevant to provide context for my decision.

Signing Bonus

11. Triton hired Mr. Benrabah in July 2023. During the parties' negotiations about salary, Triton offered Mr. Benrabah a $1,000 signing bonus. The parties signed a Revised Offer of Employment, which I find sets out the parties' agreement. Mr. Benrabah was scheduled to start work on August 8 and the letter said he was entitled to "a sign-on bonus of amount $1,000.00". No other terms relate to the signing bonus. The contract also stated that if Mr. Benrabah chose to resign, they agreed to give Triton 2 weeks' notice.

12. Mr. Benrabah started work with Triton on August 8, and worked for 3 days. Triton says Mr. Benrabah only completed non-billable orientation work, and failed to show up for his first day of billable work on August 13. The parties' descriptions of how Mr. Benrabah quit vary. In submissions, Mr. Benrabah said they resigned on August 26, 2023, because they were offered a position with a different employer. In a signed statement they provided in evidence, Mr. Benrabah says they were offered a new position on August 11, and they resigned from Triton on August 11, again on August 12, and again on August 14, by email. In contrast, Triton says Mr. Benrabah failed to show up for work on August 13, with no notice, and then did not respond to any of Triton's emails or phone calls until August 16, when Mr. Benrabah finally resigned, which is supported by an August 16 email in evidence from Mr. Benrabah to Triton.

13. Based on the supporting evidence, I find Triton's version of events more credible. I accept Mr. Benrabah failed to show up for work on August 13 without notice, and resigned from Triton on August 16. So, I find Mr. Benrabah breached the parties' agreement by failing to show up for work and failing to give 2 weeks' notice.

14. As noted, the parties' agreement provided that Triton would pay Mr. Benrabah a $1,000 "sign-on bonus". Mr. Benrabah says Triton has failed to pay it. Triton says it should not have to pay the bonus because Mr. Benrabah failed to perform any billable work for it. Triton says, therefore, that Mr. Benrabah repudiated the contract, fundamentally breached the contract, or there was no consideration for the bonus. In either scenario, Triton says it is not obligated to pay Mr. Benrabah the $1,000.

15. Despite Triton's argument, I find there is nothing in the parties' contract that required Mr. Benrabah to specifically perform "billable" work for Triton before they qualified for the bonus. Similarly, there are no terms in the agreement that require Mr. Benrabah to otherwise repay the bonus if they did not work for Triton for a particular length of time.

16. However, as noted above, I find Mr. Benrabah repudiated the parties' contract by failing to show up for work on August 13 as required, and without notice. A repudiation occurs when a party refuses to abide by their contractual obligations. Where a party repudiates a contract, the innocent party may accept the repudiation and bring the contract to an end, discharging the parties from their future obligations. However, each party is still responsible for obligations that have already matured (see: *Guarantee Co. of North America v. Gordon Capital Corp.*, 1999 CanLII 664 (SCC)).

17. Here, I find Triton's obligation to pay Mr. Benrabah the signing bonus had already matured. While Triton says there was no consideration given, I find that Mr. Benrabah agreeing to work for Triton was the consideration. Additionally, I find there were no conditions on the signing bonus's payment. I find when Mr. Benrabah signed the agreement and started work for Triton, regardless of how many days they worked, Triton was obligated to pay the bonus. As this obligation matured before Mr. Benrabah repudiated the parties' contract, I find Triton must pay Mr. Benrabah the agreed $1,000.

18. Mr. Benrabah is entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from August 8, 2023, the first day Mr. Benrabah worked and when I find Triton's obligation to pay matured, this amounts to $61.46.

19. I turn to Triton's counterclaim.

Company Laptop

20. On August 8, 2023, Triton provided Mr. Benrabah with a Dell laptop computer with serial number J6CZJS3. After Mr. Benrabah resigned on August 16, Triton asked Mr. Benrabah to return the laptop. It followed up on August 22, and informed Mr.

Benrabah the office would be moving on August 28. On August 28, Mr. Benrabah replied and said they had returned the laptop to the building's security concierge on August 18, after hours. Mr. Benrabah says the laptop must have been lost during Triton's office move.

21. Triton says it never received the laptop, and provided IT records showing that specific laptop was last used on August 23, which would have required Mr. Benrabah's secret personal password to access. So, it says Mr. Benrabah still has the laptop. It seeks reimbursement of $1,240.70.

22. The parties' signed employment agreement states that Mr. Benrabah was required to comply with Triton's policies and procedures as set out in its Employee Handbook. Section 5.2 of the Employee Handbook says that when an employee's employment is terminated by either Triton or the employee, the employee must return all company property to their manager and, if not, Triton could seek reimbursement of the items' cost.

23. Mr. Benrabah argues they provided the laptop to the "front concierge/security desk" at Triton's office, after hours. Mr. Benrabah does not explain whether they just left the laptop there, or whether they handed it to a person. Either way, Mr. Benrabah says when they heard Triton had not received the laptop, Mr. Benrabah filed a police report. They did not provide a copy of the police report. On balance, and given my earlier finding about Mr. Benrabah's credibility, I am not satisfied Mr. Benrabah returned the laptop. Even if I was satisfied Mr. Benrabah returned the laptop to the security staff, I find this did not meet the requirements in section 5.2 of the Employee Handbook, which specifically required Mr. Benrabah to return the company property to their manager. Mr. Benrabah undisputedly did not do that. So, I find Mr. Benrabah is responsible for reimbursing Triton for the laptop's cost.

24. Based on the original invoice in evidence, the laptop cost $1,241.81 including tax. Triton only claimed $1,240.70, so I order Mr. Benrabah to pay that amount.

25. Triton is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from August 16, the day Triton asked for the laptop to be returned, this equals $74.91.

Summary

26. In summary, I find Triton owes Mr. Benrabah a total of $1,061.46, and Mr. Benrabah owes Triton a total of $1,315.61. The net result is that Mr. Benrabah owes Triton $254.15 in damages, including pre-judgment interest under the *Court Order Interest Act*.

Fees and Expenses

27. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Here, the results are mixed as both parties were successful in their respective claims. I find it appropriate for the parties to bear the cost of their own tribunal fees. Neither party claimed dispute-related expenses.

ORDERS

28. Within 21 days of the date of this decision, I order Mr. Benrabah to pay Triton a total of $254.15, broken down as follows:

    a. $240.70 in damages, and

    b. $13.45 in pre-judgment interest under the *Court Order Interest Act*,

29. Triton is also entitled to post-judgment interest, as applicable.

30. The parties' remaining claims are dismissed.

31. 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.

Andrea Ritchie, Vice Chair