



Civil Resolution Tribunal

Date Issued: June 9, 2025

File: SC-2024-0003189

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *2 Burley Men Moving Ltd. v. Hawkins*, 2025 BCCRT 779

B E T W E E N :

2 BURLEY MEN MOVING LTD.

APPLICANT

A N D :

BLAKE HAWKINS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about payment for moving services.
2. The applicant, 2 Burley Men Moving Services Ltd., says the respondent, Blake Hawkins, hired it to move his belongings. The applicant says the respondent initially paid by credit card, but then had the card provider reverse the payment through a chargeback. The applicant claims \$1,155.

3. The respondent says the applicant overcharged him and provided poor service.
4. The applicant is represented by someone in this dispute who I infer is an employee. The respondent represents himself.
5. For the reasons set out below, I find in favour of the applicant in this dispute.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find I can properly assess and weigh the documentary evidence and submissions before me. 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.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.
9. Where permitted by CRTA section 118, 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.

Is the CRT the appropriate forum for this dispute?

10. The respondent's move occurred entirely within Alberta. Also, the respondent lives in Alberta. So I have considered whether the CRT is the appropriate forum for this dispute. The applicant is a corporation registered in BC, with a registered office and directors located in BC. I find this creates a sufficient connection with BC. Also,

neither party raised the issue of whether an Alberta court or tribunal would be a more appropriate forum. In paragraph 102 of *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17, the Supreme Court of Canada said that if no party has raised the issue of appropriate forum (*forum non conveniens*), then the court should hear the case. I find that this applies equally to the CRT, so I did not ask for submissions on this issue.

ISSUE

11. Is the applicant entitled to \$1,155 for moving services?

EVIDENCE AND ANALYSIS

12. As applicant in this civil dispute, the applicant must prove its claims on a balance of probabilities. This means more likely than not. I have read all the parties' evidence and submissions, but refer only to what is necessary to explain my decision.
13. The parties agree that the applicant moved the respondent's belongings from one home to another within the same cite, on November 26, 2023. The applicant's booking confirmation says the respondent moved from a 750 square foot, 2-bedroom apartment, with no packing required. The respondent did not contest this, so I accept it is accurate.
14. The applicant's invoice shows that it charged \$150 per hour for each of 2 labourers, which equaled \$1,050 for 3.5 hours of work. With a \$50 fuel charge and tax, the total bill was \$1,155.
15. The respondent says this was too much, and he did not agree to this amount. He says that when he booked the move over the phone, the employee told him it would take about 2 hours plus potentially a few extra minutes.
16. The applicant says this was only an estimate, and not a formal quote, and was not binding. I agree. I find it would be unreasonable for the respondent to expect a binding quote for moving services when the movers had not seen the location or the

items to be moved. Rather, the estimate could only have been based on the respondent's descriptions of his items and the distance items would have to be carried (including to and from the elevator). The respondent has not said how he described the items or the distance to the employee on the telephone.

17. Also, the parties agree that there was no written version of the estimate, so I find the parties contract was not limited to a specific number of hours. Rather, I find the parties agreed that the applicant would move the respondent's belongings for \$150 per hour per labourer, with no agreed maximum time.
18. The respondent says the movers showed up late and took breaks. However, as the respondent has not provided evidence or details about how late, or how much time was spent on breaks, I find this does not support the respondent's position. Also, I find it would be unreasonable to expect labourers to work 3.5 hours carrying items with no breaks.
19. The respondent says the movers were rude and smelled of cannabis. However, the respondent provided no evidence to support these assertions. Also, the respondent did not say the movers damaged his items or the apartment, or caused any other damage. I accept that the respondent was unsatisfied with the service, but I find the respondent has not described any loss which would entitle him to moving services without any payment.
20. As explained in paragraph 61 of *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287, the party alleging deficient work must prove the deficiency. I find the respondent has not provided any evidence other than his own opinion to support the conclusion that applicant should have moved the items in less time, or that the movers' work was deficient.
21. The respondent's main argument is that the applicant did not respond to the credit card provider's charge reversal notice when the applicant was given an opportunity to do so. The card provider's correspondence to the respondent says that because

the applicant did not respond, it processed the chargeback and refunded the respondent's payment.

22. The respondent says that because the applicant did not respond to the credit card provider's letter, the applicant is not entitled to claim payment in this CRT dispute. I disagree. The credit card provider's decision is not binding on the CRT, and the applicant filed this CRT dispute within the limitation period set out in the *Limitation Act*.
23. For the reasons explained above, I find the applicant is entitled to payment for work performed. Also, I find the respondent would be unjustly enriched (unfairly benefitted) by having his items moved with no payment for the service.
24. I order the respondent to pay the applicant \$1,155 for moving services.
25. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest from May 13, 2024 (the date the credit card payment was reversed). This equals \$54.35.
26. As the applicant was successful in this dispute, under CRTA section 49 and the CRT's rules I find it is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

ORDERS

27. I order that within 30 days of this decision, the respondent must pay the applicant a total of \$1,334.35, broken down as follows:
 - a. \$1,155 for moving services,
 - b. \$54.35 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
28. The applicant is entitled to post-judgment interest under the COIA, as applicable.

29. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT

Kate Campbell, Vice Chair