



# Civil Resolution Tribunal

Date Issued: June 12, 2025

File: SC-2024-003183

Type: Small Claims

## Civil Resolution Tribunal

Indexed as: *Beausoleil dba On The Move Express v. Redford*, 2025 BCCRT 804

### B E T W E E N :

JEAN PAUL BEAUSOLEIL (Doing Business As ON THE MOVE  
EXPRESS)

**APPLICANT**

### A N D :

LISA REDFORD

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Mennie

## INTRODUCTION

1. This dispute is about a residential move.
2. Lisa Redford<sup>1</sup> hired Jean Paul Beausoleil, doing business as On The Move Express, to move their belongings between residences. Mr. Beausoleil says that Lisa Redford owes \$900 for his services. He also claims \$162.50 for GST which he

forgot to charge Lisa Redford in his original invoice. Mr. Beausoleil is represented by his spouse who is also an employee of his business.

3. Lisa Redford says Mr. Beausoleil's invoice should be reduced to account for the breaks his movers took and items that were damaged during the move. Lisa Redford is self-represented.
4. For the reasons below, I order Lisa Redford to pay Mr. Beausoleil \$720.

## **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 hearing's format. Neither party requested an oral hearing. While there are some credibility issues in this dispute, the parties provided witness statements to prove their respective accounts. Given that the amount claimed is relatively small, and bearing in mind the CRT's mandate which includes economical and informal dispute resolution, I find that I can make the required findings of fact on the documentary evidence and written submissions provided. So, I find that an oral hearing is not necessary.
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.

## **ISSUE**

9. The issue in this dispute is what, if anything, Lisa Redford owed Mr. Beausoleil for his moving services.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant Mr. Beausoleil must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. Lisa Redford hired Mr. Beausoleil for a residential move on February 4, 2024. In a written contract dated January 21, 2024, Lisa Redford agreed to pay \$180 per hour for a van with two movers.
12. Mr. Beausoleil says that Lisa Redford verbally agreed to pay an additional \$100 per hour for a second van with two movers. Lisa Redford does not deny this, and it is undisputed that four movers with two vans moved Lisa Redford's belongings. So, I accept that Lisa Redford agreed to pay an additional \$100 per hour for a second van and two additional movers.
13. After completing the move, Mr. Beausoleil charged Lisa Redford 2.5 hours for one van at \$180 per hour and 10 hours for two vans at \$280 per hour for a total of \$3,250. The invoice had a \$0 charge for GST. Mr. Beausoleil later reduced the invoice by \$100 to account for items that were damaged during the move. Lisa Redford had already paid a \$500 retainer and later made two payments of \$1,000 and \$750. As I noted above, Mr. Beausoleil claims the remaining \$900 owing plus GST which he did not charge on the invoice.
14. Mr. Beausoleil says that Lisa Redford agreed to pay the full invoice without GST in a text message on February 7, 2024. I infer that he is arguing that Lisa Redford agreed to settle this dispute by paying the invoice. However, for a binding settlement agreement to exist, there must be an offer and acceptance of that offer,

without qualification.<sup>2</sup> Here, the parties were unable to agree to a timeline for the final payment, so I find the parties never settled this dispute.

15. Lisa Redford says Mr. Beausoleil's invoice is too high. She says the movers arrived at 9:45 am instead of 9 am as Mr. Beausoleil claims. However, I prefer Mr. Beausoleil's evidence on this point because the witness statement from Lisa Redford's sister confirms that the movers arrived around 9 am.
16. Lisa Redford also says the movers took breaks, including a 1.5 hour dinner break, and one of the trucks had to leave for a period to get a mover's medication. They also say that one of the movers took a van and left early leaving only one van and three movers. Mr. Beausoleil denies that the dinner was 1.5 hours or that one mover took a van and left early.
17. Again, I prefer Mr. Beausoleil's evidence on these points. Lisa Redford provided witness statements from her sister and son, however, these statements are inconsistent with respect to the movers' arrival and departure times and the length of their breaks. By contrast, Mr. Beausoleil and a mover's statement are consistent and reflect the amounts claimed on Mr. Beausoleil's invoice. Also, there is no evidence that Lisa Redford raised these allegations before this CRT dispute. On balance, I accept Mr. Beausoleil's statements about his movers' hours worked.
18. With that said, Mr. Beausoleil agrees that his movers had to stop working to retrieve a mover's medication and also took breaks, including a dinner break. The parties' contract does not say Lisa Redford will continue to pay the movers' hourly rates during breaks, meals, or medical emergencies. So, I find it reasonable to deduct \$280 from Mr. Beausoleil's invoice to account for the movers' time which was not spent moving Lisa Redford's belongings.
19. I turn to consider the belongings that were damaged in the move. Lisa Redford provided photos showing that Christmas ornaments and what appears to be a shelf were damaged. They did not provide any evidence or submissions on the value of these items. As noted above, Mr. Beausoleil already reduced his invoice by \$100 to

account for this damage. In the absence of any evidence to the contrary, I accept that \$100 is reasonable compensation for these damaged items.

20. Finally, I turn to Mr. Beausoleil's claim for GST. I do not allow this claim. The parties' written contract says Mr. Beausoleil will charge \$180 per hour, but does not say he will charge GST as well. Mr. Beausoleil's Dispute Notice says he was only charging GST on fuel surcharges when the parties signed the contract. So, I find that the parties' contract did not have a term requiring Lisa Redford to pay GST.
21. To summarize, I reduce Mr. Beausoleil's invoice by \$280 so \$720 remains outstanding. I order Lisa Redford to pay Mr. Beausoleil this amount.
22. The *Court Order Interest Act* applies to the CRT. However, Mr. Beausoleil expressly waived his right to interest, so I award none.
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. The parties had mixed success, so I order Lisa Redford to reimburse Mr. Beausoleil \$62.50 for half of his CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

24. Within 30 days of the date of this decision, I order Lisa Redford to pay Mr. Beausoleil a total of \$782.50, broken down as follows:
  - a. \$720 as debt, and
  - b. \$62.50 in CRT fees.
25. Mr. Beausoleil 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.

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Peter Mennie, Tribunal Member

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<sup>1</sup> The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their titles and pronouns to ensure the CRT addresses them respectfully throughout the process, including in published decisions. Lisa Redford did not provide their title or pronouns, so I will use their full name and gender-neutral pronouns in this decision, intending no disrespect.

<sup>2</sup> *Salminen v. Garvie*, 2011 BCSC 339, at paragraphs 24 to 27.