



Civil Resolution Tribunal

Date Issued: June 13, 2025

File: SC-2024-004096

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Granted Consulting Inc. v. Larry's Market Vancouver Inc.*,
2025 BCCRT 808

B E T W E E N :

GRANTED CONSULTING INC.

APPLICANT

A N D :

LARRY'S MARKET VANCOUVER INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. Granted Consulting Inc. (Granted) provides assistance with grant applications. Granted says it helped Larry's Market Vancouver Inc. (LMV) obtain grants for three employees. Based on a "success fee" of 20% of the grant amount, Granted claims \$3,456.68. LMV admits it owes \$2,047.50 for one employee's grant, but says it

never received any money for the other employees' grants, so it should not have to pay the success fees for those grants.

2. Each party is represented by an authorized employee. As I explain below, I find in favour of Granted.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
4. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing.
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 pay money, return personal property, or do things required by an agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.

ISSUE

7. The issue in this dispute is whether LMV must pay Granted's "success fee" for the two employees for whom it says it did not collect grants.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Granted must prove its claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. On December 4, 2021, parties signed a written "scope of engagement and terms of agreement". Under that agreement, Granted was to apply for certain grants on LMV's behalf. LMV paid Granted an annual fee that is not in dispute here, and a service fee calculated as 20% of the funds granted, payable within 120 days of receiving approval from the grant issuer. The fee was explicitly based on the grant amount approved and not the actual amount LMV received. It was payable whether or not LMV actually used the grant funds. After grant approval, Granted was required to attend to administrative work and prepare claims, reports and compliance documents.
10. Granted applied on LMV's behalf for the following three grants:

Grant	Employee	Approval	Amount	20% service fee plus tax
EWSY-Trucking HR	LC	April 11, 2022	\$9,750.00	\$2,047.50
Get Youth Working	CS	April 11, 2022	\$3,600.00	\$756.00
Work BC	CB	April 26, 2022	\$3,110.40	\$653.18

11. As noted, LMV does not dispute that it owes the service fee for LC's grant. It says it should not have to pay the other two grants. It says it can confirm it did not receive any money for CS or CB by pointing to bank statements, although it did not provide any.

12. I start with CS. The funding agreement for CS, which LMV signed, said the funder would release payment at the agreement's June 2, 2022 end date, upon confirmation of LMV meeting all the terms and conditions of the agreement. It said the grant amount was \$2,900, not \$3,600 as claimed here. There is also an email from the grant provider, stating that it issued a cheque to LMV for \$2,900 on September 2, 2022. Based on this evidence, I am satisfied that a grant of \$2,900 was approved, which entitled Granted to 20% of \$2,900 plus 5% GST, or \$609. I also find that LMV received the funds or at least was eligible to do so. However, nothing turns on this because as noted above, the agreement said LMV had to pay Granted's success fee based on the grant's approval and not LMV's receipt of funds.
13. I turn to CB. The funding agreement provided for \$2,592 over three months, plus 20% of mandatory employment related costs, which totals \$3,110.40. Emails from the grant provider confirm that the grant was approved. It is not clear that LMV received the funds, but I find Granted met its post-grant obligations under the agreement. Specifically, emails show that Granted sought information from LMV to ensure the funds were paid, but LMV did not respond. Granted also provided suggestions for how to follow up with the grant provider on payment. I note that under the agreement, LMV acknowledged that grants are often approved with anticipated compliance with various requirements, and that failure to comply with the requirements may result in the loss of the grant. So, I find Granted is entitled to the \$653.18 service fee it claims.
14. In total, I find Granted is entitled to \$3,309.68 (\$2,047.50 + \$609 + \$653.18) for service fees.
15. Granted claims contractual interest. The agreement said Granted would charge interest at 2% per month on accounts past due. Section 4 of the federal *Interest Act* says that when an interest rate is expressed for periods of less than a year, and the contract does not state the equivalent annual percentage rate, the maximum allowable annual interest rate is 5%. As the agreement did not provide an annual

rate, I find Granted is entitled to contractual interest of 5% per year, from the dates Granted started charging interest, to the date of this decision, as follows:

- a. \$2,047.50 from November 17, 2022, which is \$263.65.
- b. \$609 from August 10, 2022, which is \$86.68.
- c. \$653.18 from September 4, 2022, which is \$90.73.

16. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Granted was successful, so I find it is entitled to reimbursement of \$175 in paid CRT fees. Neither party claims dispute-related expenses.

ORDERS

17. Within 21 days of the date of this decision, I order LMV to pay Granted a total of \$3,925.74, broken down as follows:

- a. \$3,309.68 in debt,
- b. \$441.06 in contractual interest, and
- c. \$175 in CRT fees.

18. Granted is entitled to post-judgment interest, as applicable.

19. 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 a court order.

Micah Carmody, Tribunal Member