



# Civil Resolution Tribunal

Date Issued: June 30, 2025

File: SC-2024-001617

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Acumen Law Corporation v. Dahia*, 2025 BCCRT 887

B E T W E E N :

ACUMEN LAW CORPORATION

**APPLICANT**

A N D :

KAMAL PREET DAHIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alissa Reynolds

## INTRODUCTION

1. This dispute is about payment for legal services.
2. The applicant, Acumen Law Corporation (Acumen), says the respondent, Kamal Preet Dahia, failed to pay for legal services provided. Acumen claims \$2,360.

3. Mr. Dahia disagrees that he must pay the amount claimed and he makes serious allegations about the conduct of an unnamed Acumen lawyer.
4. Acumen is represented by an employee, who is a lawyer. Mr. Dahia is self-represented.
5. For the reasons set out below, I find in favour of Acumen.

## **JURISDICTION AND PROCEDURE**

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
7. The CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I can properly assess and weigh the documentary evidence and written submissions before me. I find that an oral hearing is not necessary in the interests of justice, keeping in mind that the CRT's mandate includes proportionality and a speedy resolution of disputes.
8. 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.
9. 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.

## **ISSUES**

10. Must Mr. Dahia pay Acumen \$2,360, plus interest, for legal services?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Acumen must prove its claim on a balance of probabilities. This means more likely than not.
12. Mr. Dahia filed a dispute response, but did not provide evidence or submissions, despite many requests and time extensions from the CRT.
13. I reviewed all the evidence and submissions, but I refer only to what is necessary to explain my decision.
14. Acumen says that on or about August 25, 2020, Mr. Dahia retained it to provide legal services for three legal proceedings related to an incident that occurred on August 24, 2020. Acumen did not provide a written retainer agreement but instead says there was a verbal agreement to provide legal services on a flat-fee basis.
15. Acumen provides several documents that show the verbal agreement between the parties, including:
  - a. A receipt dated August 25, 2020, showing payment by Mr. Dahia to Acumen in the amount of \$1,300,
  - b. A client ledger showing Acumen applied the \$1,300 payment as a retainer and expenses related to filing fees, and
  - c. Several emails between Acumen employees and Mr. Dahia about Mr. Dahia's instructions and the legal services Acumen provided.
16. In his dispute response, Mr. Dahia does not deny that there was an agreement for legal services. Instead, he says he should not have to pay the amount claimed. He alleges that an unnamed Acumen lawyer was dishonest and unethical, gave him inaccurate advice and information, lied to him several times, overcharged him for

the work done, and agreed not to pursue payment (the allegations). Mr. Dahia provided no evidence to support the allegations.

17. Acumen denies the allegations and says that it performed extensive legal services with respect to Mr. Dahia's legal matters. In addition to its written summary outlining those services, Acumen provides the following documentary evidence that contradicts the allegations:
  - a. Submissions Acumen prepared on behalf of Mr. Dahia in the first proceeding (16 pages),
  - b. An Affidavit (4 pages) Acumen prepared and a decision that shows Acumen represented Mr. Dahia at an oral hearing in the second proceeding,
  - c. A notice of argument Acumen prepared on behalf of Mr. Dahia in the third proceeding, and
  - d. Notes and a printout from Court Services Online that show Acumen represented Mr. Dahia at 6 court appearances between March 1 and July 16, 2021, in the third proceeding.
18. In a string of emails between the parties dated January 31, 2022, Mr. Dahia ended the agreement for legal services. He stated that he would pay for the work that was done. He said he thought that would amount to \$5,000, minus the \$1,300 that was already paid. He also asked Acumen to send him an invoice.
19. Acumen immediately applied to court for an order to be removed as counsel for Mr. Dahia. On February 9, 2022, the court made that order.
20. Also on February 9, 2022, Acumen provided Mr. Dahia with a \$3,660 invoice for legal services and expenses. After subtracting the \$1,300 retainer, \$2,360 remained outstanding.
21. Having reviewed the evidence, I find that:

- a. There was a verbal agreement between the parties that Acumen would provide legal services to Mr. Dahia,
  - b. There is no merit to Mr. Dahia's allegations against Acumen,
  - c. Acumen provided extensive legal services to Mr. Dahia,
  - d. Mr. Dahia agreed to pay for the services provided, and
  - e. The amount of Acumen's invoice was less than what Mr. Dahia expected to pay.
22. For these reasons, I conclude that Mr. Dahia must pay Acumen \$2,360 for legal services. I find Mr. Dahia has not proven any entitlement to a deduction from Acumen's invoice.
23. Acumen claims interest under the *Court Order Interest Act* (COIA).
24. Acumen is entitled to pre-judgment interest on the outstanding balance of the invoice from February 9, 2022, to the date of this decision. This equals \$295.78.
25. 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. Acumen claimed the CRT fees but did not claim dispute-related expenses. I find Acumen is entitled to reimbursement of \$125 in CRT fees.

## **ORDERS**

26. I order that within 30 days of this decision, Mr. Dahia must pay Acumen a total of \$2,780.78, broken down as follows:
- a. \$2,360 in debt,
  - b. \$295.78 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.

27. Acumen is entitled to post-judgment interest, as applicable.
28. 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 order has the same force and effect as an order of the BC Provincial Court.

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Alissa Reynolds, Tribunal Member