



# Civil Resolution Tribunal

Date Issued: June 30, 2025

Files: SC-2024-001931  
and SC-CC-2024-003708

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Canadian Western Civil Enforcement Ltd. v. 0980064 B.C. Ltd.*,  
2025 BCCRT 892

B E T W E E N :

CANADIAN WESTERN CIVIL ENFORCEMENT LTD.

**APPLICANT**

A N D :

0980064 B.C. LTD.

**RESPONDENT**

A N D :

CANADIAN WESTERN CIVIL ENFORCEMENT LTD.

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. These disputes are about an unpaid invoice and lost rental income. They are a claim and a counterclaim between the same parties about related issues, so I have issued one decision for both disputes.
2. 0980064 B.C. Ltd. (098) hired Canadian Western Civil Enforcement Ltd. (CWCE) to remove a tenant from its property. CWCE claims \$1,166.49 for the unpaid balance of its invoice, plus contractual interest. CWCE is represented by its owner, TH.
3. 098 says CWCE overcharged it for the tenant removal service. 098 also says CWCE improperly delayed the removal, causing 098 to lose one month's rent on the property. So, 098 counterclaims \$1,150 for the lost rent. 098 is represented by a director, SR.

## JURISDICTION AND PROCEDURE

4. 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.
5. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

7. 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Is CWCE entitled to \$1,166.49 for the unpaid balance of its invoice?
  - b. Is 098 entitled to \$1,150 for lost rent?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the parties must each prove their claims and counterclaims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision.

### ***Background***

10. 098 hired CWCE to execute a court-ordered writ of possession. This required 098 to remove a tenant from 098's property. The parties' May 11, 2023 contract says it is between the customer, SR, and CWCE. The contract refers to 098 as the "landlord/agent". Confusingly, it also indicates SR is an agent or solicitor. Either way, I find there was an agency relationship between SR and 098, and SR entered into the contract with CWCE on 098's behalf, not in their personal capacity. So, I find the contract was between CWCE and 098.
11. The contract includes the following relevant terms (reproduced as written):
  - a. The Customer hereby indemnifies (...CWCE) in respect of all the fees, disbursements, taxes and any other costs incurred, or payable (...)

- b. I (SR...) understand that the deposit may not be sufficient to cover the total costs of executing the WRIT and that I agree to undertake any additional costs incurred and relating to the eviction forthwith upon presentation of such costs. These may include but are not limited to administrative services, 2 Court Bailiffs attendance, accommodations, mileage and travel time.
12. On May 10, TH emailed SR to ask when they wanted the writ executed. TH explained that he typically travelled west with a few files in order to prorate the fees, but that he could also arrange for the tenant's immediate removal. 098's property is in Prince Rupert and CWCE is based in Prince George. SR responded on May 16 that they were flexible on timing, and "prefer to be merged with other files to save on costs". The same day, 098 e-transferred a \$3,500 advance payment to CWCE as requested. 098 says, and CWCE does not dispute, that TH told SR this was at "the upper end of the estimated costs, and should suffice".
13. TH emailed SR on May 23 to advise he was still waiting on two clients' paperwork before making the trip to Prince Rupert, and asked SR if this still worked for them. There is no evidence SR responded, but on May 26, TH confirmed he was planning to be in Prince Rupert at the end of the following week. SR responded on May 26, thanking TH for the update and saying, "sounds great!" SR also confirmed that the tenant's belongings were only to be moved from the property to the curb. The movers ASAP hired did this on June 2.
14. CWCE sent 098 a \$4,577.20 invoice on June 5. When 098 queried the amount, it says TH admitted he had not combined 098's tenant removal service with any other clients' to share costs, and had used a moving company from Smithers, which is over four hours' drive from Prince Rupert. CWCE does not dispute this.

***Is CWCE entitled to \$1,166.49 for the unpaid balance of its invoice?***

15. CWCE relies on the contract to hold 098 responsible for the entire amount of the invoice. I note the difference between the \$4,577.20 invoice and the \$3,500

advance payment is \$1,077.20, not the \$1,166.49 CWCE claims. CWCE does not explain why it claims \$1,166.49, but from its submissions and evidence, it appears CWCE confused 098 with another client. In any case, I have only considered whether CWCE is entitled to the lesser amount.

16. 098 says CWCE did not combine the execution of its writ with other clients' to lower its fees, as agreed. The parties' contract does not mention managing costs in this way. However, I find the email chain between TH and SR described above varied the May 11 contract. That is, I find it introduced an additional contractual term under which 098 agreed to delay having CWCE perform its tenant removal in return for prorated fees. By not combining 098's removal with other clients' to lower the fees payable, I find CWCE breached the parties' contract.

17. The effect of the breach is that CWCE overcharged 098 for its tenant removal service. Based on the movers' invoice to CWCE and CWCE's invoice to 098, I calculate the following amounts CWCE should have charged 098 for its tenant removal service, had it been combined with two others:

- a. Labour 6.67 hours (8 hours travel time divided by 3 clients, plus 4 hours for 098's tenant removal) @ \$180/hour – \$1,200
- b. Fuel surcharge for 696 miles @ \$0.50/mile divided by 3 clients – \$116
- c. Materials
  - i. 13 2 cubic foot boxes @ 2.95/box – \$38.35
  - ii. 6 4 cubic foot boxes @ \$4.51/box – \$27.06
  - iii. 2 rolls of tape @ \$2.99/roll – \$5.98
  - iv. 2 boxes of 5 mil bags @ \$22.99/box – \$45.98
- d. Statutory fee – \$150
- e. Court bailiff attendance – \$840

- f. Mileage \$624.72 divided by 3 clients – \$208.24
  - g. Phone charge - \$25
  - h. Accommodation \$182.85 divided by 3 clients – \$60.95
18. Including GST, the total is \$2,853.44. CWCE's invoice also lists a \$100 "LOA" charge. As this term is unexplained, I find it is not something 098 was required to pay under the parties' contract, and I have not included it. Overall, I find CWCE overcharged 098 by \$1,723.76 (\$4,577.20 - \$2,853.44).
19. I note 098 argues it should not have had to pay for a moving company from Smithers, or for two trucks when its tenant removal service only involved moving the contents of a 500 square foot one-bedroom property to the curb. However, the parties' contract did not specify the moving company CWCE would use or its proximity to Prince Rupert, so I find it was entitled to use its preferred movers as far as was reasonable. There is no evidence before me indicating there was a company based closer to Prince Rupert that performed these types of removals, so I find it was not unreasonable for CWCE to use a Smithers-based company. As for the two trucks, I find I have already accounted for a discounted rate for them based on dividing the relevant costs above between three of CWCE's clients.
20. Since 098 has already paid CWCE \$3,500, I find CWCE is not entitled to anything more. I dismiss CWCE's claim.

***Is 098 entitled to \$1,150 for lost rent?***

21. 098 counterclaims \$1,150 for one month's rent. 098 says this is the loss it suffered when CWCE delayed executing the writ of possession, and then failed to prorate its fees as agreed. In other words, 098 counterclaims for breach of contract.
22. Since I confirmed CWCE's breach above, I find the only question that remains is the quantum (amount) of damages. Damages for breach of contract are typically meant to put the innocent party in the position they would have been in had the contract

been performed.<sup>1</sup> These are called “expectation damages”, and I find they are the appropriate measure of damages here.

23. If CWCE had combined 098’s tenant removal services with other clients’, 098 would have paid \$2,853.44, as I calculated above. But, 098 would not have received any rent for June. So, I find 098 is not entitled to \$1,150 for the June rent.
24. However, I find 098 is entitled to \$646.56, the difference between the \$3,500 it paid CWCE and the \$2,853.44 it should have paid for executing the writ. So, I order CWCE to pay 098 \$646.56.

## **INTEREST, CRT FEES, AND DISPUTE RELATE EXPENSES.**

25. The *Court Order Interest Act* applies to the CRT. 098 is entitled to pre-judgment interest on the \$646.56 damages award from June 5, 2023, the date of the CWCE’s invoice, to the date of this decision. This equals \$62.14.
26. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. CWCE was unsuccessful, so I dismiss its claim for fees. 098 was successful overall, so I find it is entitled to reimbursement of \$75 in CRT fees. Neither party claims dispute-related expenses.

## **ORDERS**

27. Within 30 days of the date of this decision, I order CWCE to pay 098 a total of \$783.70, broken down as follows:
  - a. \$646.56 in damages,
  - b. \$62.14 in pre-judgment interest under the *Court Order Interest Act*, and

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<sup>1</sup> See *Water’s Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319 at paragraph 39

c. \$75 in CRT fees.

28. 098 is entitled to post-judgment interest, as applicable.

29. I dismiss CWCE's claims.

30. 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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Megan Stewart, Tribunal Member