



Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-000904

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *9305076 Canada Ltd. v. Hafizi*, 2025 BCCRT 944

B E T W E E N :

9305076 CANADA LTD.

APPLICANT

A N D :

ROMAL HAFIZI

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. The applicant, 9305076 Canada Ltd. (Sprout), does business as Sprout Landscapes. Sprout says that the respondent, Romal Hafizi, hired it for landscaping, however, they never paid. Romal Hafizi did not provide their title or pronouns, so I will use their full name and gender-neutral pronouns in this decision, intending no disrespect. Sprout claims \$470.40.

2. Romal Hafizi says they never hired Sprout. They say their spouse requested a quote for tree cutting, but never received a response. They say they do not owe Sprout anything.
3. Sprout is represented by its principal. Romal Hafizi is self-represented.
4. For the reasons below, I dismiss Sprout's claims.

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. Here, I find that 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 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, Romal Hafizi must pay Sprout for landscaping services.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant, Sprout, must prove its 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. I note that Romal Hafizi provided no evidence or submissions, despite being given the opportunity to do so.
11. Sprout's Dispute Notice and initial submissions say that Romal Hafizi contacted it to request landscaping services. In its reply submissions, it admits that it was actually Romal Hafizi's spouse, Farida, who contacted it. The parties did not provide Farida's last name. I will refer to them as Farida in this decision, intending no disrespect.
12. Sprout provided a recording of the initial call where Farida asked Sprout for a tree-trimming quote. While on the call, Farida agreed to sign up for Sprout's "full season program" for lawn care at a cost of \$39 per month. Farida and Sprout agreed that the full season program service would start after Sprout provided a quote and completed trimming Farida and Romal Hafizi's tree.
13. Sprout sent Farida a contract for its full season program on March 9, 2023. Farida responded by asking again for a tree trimming quote. Sprout did not provide a copy of the signed full season program contract, so I find it likely that Farida never signed this contract.
14. It appears that Sprout never provided Farida with a quote for tree trimming and instead began work on Farida and Romal Hafizi's lawn. Sprout says it did work at their property in March and May 2023. It provided internal email reminders and GPS entries showing it attended. Romal Hafizi does not dispute that Sprout provided them with lawn care services.
15. Sprout sent Romal Hafizi an invoice dated July 12, 2023, for \$470.40. Sprout did not explain why it charged Romal Hafizi so much when its employee told Farida over the phone that the cost of the full season program was \$39 per month.

16. I find that Sprout did not have an enforceable contract with Romal Hafizi. For a contract to exist, there must be an offer and an acceptance of the offer. It is not enough for one party to subjectively believe there is a contract. A binding contract requires a “meeting of the minds” on all essential terms. The test for determining whether the parties had a meeting of the minds is an objective one, requiring a consideration of the outward expressions of the parties’ intentions (see *Hodder Construction (1993) Ltd. v. Topolnisky*, 2021 BCSC 666, at paragraph 114).
17. Here, Farida contacted Sprout and agreed to the full season program only after Sprout provided a quote and trimmed their tree. Even if I assume that Farida was acting as Romal Hafizi’s agent in making this agreement, trimming the tree was a precondition to starting the full season program. There is no evidence that Sprout provided a quote or completed the tree trimming. So, I find that Farida’s verbal agreement over the phone to sign up for the full season program never became an enforceable contract.
18. I considered whether Sprout could be entitled to payment on a *quantum meruit* basis. Under this doctrine, the CRT may award compensation to a party in the absence of a contract where the party can show that they did work of value, and it would be unjust for them not to be paid. Entitlement to quantum meruit is based on the value of the benefit obtained by the benefitting party, not the loss to the deprived party (see *Nouhi v. Pourtaghi*, 2022 BCSC 807, at paragraphs 330 to 336).
19. Here, Sprout’s invoice says that it provided Romal Hafizi with lawn care services. However, it provided no evidence, such as photos or employee statements, about how this provided a benefit to Romal Hafizi. So, I find that it is unproven that Sprout’s services provided any benefit to Romal Hafizi. Sprout also did this work without permission from Romal Hafizi or Farida and its charges were much higher than what its employee promised over the phone. In these circumstances, I find that it would be unjust to order Romal Hafizi to pay Sprout. So, I dismiss Sprout’s claims.
20. 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. Sprout was not successful, so I do not order any reimbursement of its CRT fees. Neither party claimed any dispute-related expenses.

ORDER

21. I dismiss Sprout's claims.

Peter Mennie, Tribunal Member