



Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-005264

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Clavelle Ltd. v. Mackin*, 2025 BCCRT 945

B E T W E E N :

CLAVELLE LTD.

APPLICANT

A N D :

ADAM MACKIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Max Pappin

INTRODUCTION

1. This dispute is about betting agency services.
2. The applicant, Clavelle Ltd., says the respondent, Adam Mackin, did not pay for services it provided. The applicant seeks \$3,020.

3. The respondent says that the applicant did not provide him any services. So, he says he owes the applicant nothing.
4. The applicant is represented by its director. The respondent is self-represented.
5. For the reasons that follow, I dismiss the applicant's claims.

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. 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 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 in the interests of justice.
8. CRTA section 42 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 do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

Applicable law and forum selection

10. The applicant corporation is based in Ireland and the respondent lives in BC. I note that the parties' contract contains both a forum selection clause and a choice of law clause.

11. The contract says that any dispute arising from the contract shall be governed by “the laws of Canada.”
12. The court has found that it (and the CRT) may not interfere where a choice of law is expressly made in a contract, except if that choice is unlawful or contrary to public policy (see *Pope & Talbot Ltd. (Re)*, 2009 BCSC 1552, at paragraph 37). I find that there is nothing to indicate that their choice was unlawful or contrary to public policy. So, I accept the parties’ choice of law clause. Since the respondent lives in BC and contract performance was to take place in BC, there is a strong connection to this jurisdiction. So, I find that BC law applies to this contractual dispute.
13. As for forum selection, the contract says that “the courts of Canada” shall have exclusive jurisdiction to settle any dispute.
14. The CRT is not a court. However, neither party argued that the CRT should not hear this dispute or that BC was not an appropriate forum to resolve the dispute. So, I find that the parties attorned or agreed to the CRT having jurisdiction over this dispute.

ISSUE

15. The issue in this dispute is whether the respondent must pay the applicant \$3,020 for betting services.

EVIDENCE AND ANALYSIS

16. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities, meaning more likely than not. 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.
17. On March 29, 2023, the parties entered into a contract for betting services. I have summarized the agreement’s relevant terms below:

- a. The applicant would appoint the respondent as its agent.
 - b. The respondent would open a bank account in his name for the purpose of the contract.
 - c. The applicant would make cash contributions to the bank account.
 - d. The respondent would open betting accounts as directed by the applicant.
 - e. The respondent would follow directions given by the applicant about placing bets or wagers using the cash contributions.
 - f. The respondent would follow directions given by the applicant about withdrawals made from the betting accounts.
 - g. The respondent would be paid for each betting account made and for each profitable withdrawal.
 - h. Upon termination of the contract, the respondent would repay the applicant any cash contributions made to the bank account and pay the applicant any net winnings.
18. The respondent says that the contract does not fully encapsulate the process that was to take place. Specifically, he says that he would have been required to give a member of the applicant company access to his betting accounts to place bets on his behalf. The respondent says that these obligations would have required him to breach the Criminal Code. He says this means the contract is void.
19. The burden to prove a breach of contract is on the party who alleges the breach. Here, that is the applicant. The applicant says that the respondent failed to pay for its services. However, the contract is for the respondent to provide services to the applicant. The applicant did not provide any submissions or evidence explaining how the respondent breached the contract or what services for which it claims \$3,020.

20. The applicant also says that the respondent acknowledged that he owes money and agreed to make a payment to the applicant. The respondent denies this. As the party alleging a settlement agreement, the applicant bears the burden to prove it. In the absence of any supporting evidence, I find it has failed to prove the parties entered into any settlement agreement.
21. Based on the above, I find the applicant has not proven its claims and I dismiss them.
22. 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. As the applicant was unsuccessful, I dismiss its claim for reimbursement of CRT fees. The respondent did not pay any CRT fees, and neither party claimed any dispute-related expenses.

ORDERS

23. I dismiss the applicant's claims.

Max Pappin, Tribunal Member