



Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2024-006414

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Super Save Disposal Inc. v. Sheba Restaurants Inc.*, 2025 BCCRT 1288

B E T W E E N :

SUPER SAVE DISPOSAL INC.

APPLICANT

A N D :

SHEBA RESTAURANTS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This dispute is about alleged breach of a waste disposal contract.
2. The applicant, Super Save Disposal Inc., says the respondent, Sheba Restaurants Inc., breached the parties contract because it terminated the contract improperly

and did not pay its invoice. It claims \$187.32 for unpaid services and \$2,005.92 for liquidated damages. An authorized employee represents Super Save.

3. Sheba says it terminated the contract because the bin was too small, and Super Save did not offer competitive pricing. It says the liquidated damages are excessive. It also says Super Save did not mitigate its losses. Sheba asks that I dismiss the claim. Sheba's director represents it.
4. For the following reasons, I allow Super Save's claim. in the amount of \$2,201.08.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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.
6. 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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I find that an oral hearing is not necessary in the interests of justice.
7. 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.

ISSUE

8. The issue in this dispute is whether Sheba breached the parties' contract, and if so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant, Super Save, must prove its claim on a balance of probabilities, meaning more likely than not. While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.

Breach of Contract

10. The parties signed a waste disposal services agreement on February 14, 2024. It took effect on February 19, 2024.
11. The agreement was for 1 year, with automatic 1-year renewals unless it was cancelled as set out in the agreement. I find Sheba is bound by the agreement's terms, including the termination clause.
12. Under the agreement, Super Save was to provide Sheba with 3 bins: two split bins and one 32-gallon organic bin. The monthly cost was \$199, plus a 12% fuel surcharge and tax. Payment was due within 30 days of each invoice.
13. The bins were delivered on February 20, 2024. Sheba says the organic bin was too small, and it asked for a 64-gallon bin. Emails show that on February 21, 2024, Sheba requested the replacement bin, and on February 22, the parties discussed pricing. Sheba says Super Save did not offer a competitive price for the larger bin, so it emailed Super Save on February 27 that it was cancelling the agreement. Super Save removed the bins on March 11, 2024.
14. Sheba says it signed the agreement based on misleading information. However, the evidence shows Super Save sent Sheba a brochure showing assorted styles and sizes of bins. Sheba chose the bins and sizes, and negotiated the monthly price. Super Save agreed to waive pickup, removal, and administration fees. There is no evidence Super Save gave any misleading or false information.

15. The agreement said to cancel the service, Sheba was required to give written notice 90 to 120 days before the renewal date. I find Sheba did not terminate the agreement in the manner required. So, I find Sheba breached the agreement.
16. I find Super Save was entitled to treat the agreement as repudiated, and claim payment and damages for breach of contract.
17. I next consider the appropriate remedy.

Super Save's claim for monthly bin rental

18. Super Save claims \$187.32 for disposal services provided between February 20 and 27, 2024. Sheba does not dispute it has not paid this invoice.
19. Paragraph 11 of the agreement said that if the customer unlawfully terminates the contract and the contractor accepts the repudiation, the customer must immediately pay all amounts due and owing for services and equipment up to the repudiation date.
20. I find Sheba owes \$187.32 in unpaid disposal fees under the agreement.

Super Save's claim for liquidated damages.

21. I find Super Save is also entitled to liquidated damages under the agreement.
22. Liquidated damages are a contractual pre-estimate of the damages in the event of a breach of contract. The agreement said if Sheba improperly terminated the contract, Super Save is entitled to liquidated damages. The liquidated damages are calculated as the number of months remaining in the term at the repudiation date, multiplied by the current monthly charges plus taxes, multiplied by a timing factor. The timing factor was 80% if the termination was after the effective date, as is the case here.
23. Sheba argues that the liquidated damages are excessive and unfair. However, in *Tristar Cap & Garment Ltd. v. Super Save Disposal Inc.*, 2014 BCSC 690, the BC

Supreme Court confirmed that liquidated damages clauses in contracts are enforceable. I note in *Tristar* the customer also cancelled the contract within 3 weeks of signing. I am bound by this decision.

24. Sheba also argues that the liquidated damages are not a reasonable pre-estimate of Super Save's actual losses. However, the agreement clearly states that the liquidated damages and the timing factor together were a reasonable pre-estimate of damages, and not a penalty. Further, as the party challenging the liquidated damages clause, Sheba has the burden of proof. See *Super Save Disposal Inc. v. Empire Building Supplies Ltd.*, 2023 BCPC 147. Sheba did not provide any evidence to support its claim. So, I find Sheba has not proved that the liquidated damages clause should not apply.
25. As I note above, Super Save accepted Sheba's repudiation of the agreement on March 7, 2024. At that time, just over 11 months remained in the contract term. The agreement does not allow for partial months. Also, Sheba was already charged for one month's service. Therefore, Sheba owes liquidated damages for 11 months.
26. Based on the agreement, the monthly charge was \$199 plus GST, which equals \$208.95. Multiplying this by the 80% timing factor for 11 months totals \$1,838.76.
27. I find that Sheba must pay Super Save \$1,838.76 in liquidated damages.
28. Sheba argues that Super Save must mitigate its damages. However, mitigation is only required if the liquidated damages clause is not enforceable. See *Empire*. This is because liquidated damages are based on an agreed pre-estimate of contract breach damages, not the actual damages incurred. So, Super Save is not required to mitigate its damages.
29. Under CRTA section 49 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 find Super Save is entitled to reimbursement of \$125 in CRT fees. It did not claim dispute-related expenses.

30. While the agreement provided for contractual interest, Super Save specifically waived its claim for interest in the Dispute Notice. So, I do not order any.

ORDERS

31. Within 30 days of this decision's date, I order Sheba to pay Super Save a total of \$2,201.08, broken down as follows:

- a. \$187.32 in debt,
- b. \$1,838.76 in liquidated damages, and
- c. \$175 in CRT fees.

32. Super Save is entitled to post-judgment interest, as applicable.

33. 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 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.

Deanna Rivers, Tribunal Member