



Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2024-001105

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kaur v. Dhaliwal*, 2025 BCCRT 1294

B E T W E E N :

BALJIT KAUR

APPLICANT

A N D :

JASMEET DHALIWAL also known as JASMEET KAUR AUJLA,
GLOBAL UNITY CONSULTING CORPORATION DBA SMART
CONNECT, and PAM DHALIWAL

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Max Pappin

INTRODUCTION

1. The applicant, Baljit Kaur, says she hired the respondents, Jasmeet Dhaliwal and Global Unity Consulting Corporation dba Smart Connect (Smart Connect), to

provide legal services. Mrs. Kaur says she paid a \$400 deposit but received no services. She seeks reimbursement of her \$400 deposit.

2. Mrs. Kaur also claims that Jasmeet Dhaliwal, Smart Connect, and Pam Dhaliwal hired her to work as a house cleaner but did not pay her. So, she claims \$2,345 in unpaid wages. For clarity, I refer to the Dhaliwals by their first names throughout this decision.
3. Jasmeet and Smart Connect say that they assisted Mrs. Kaur with paperwork in exchange for \$400. So, they say Mrs. Kaur is not entitled to a \$400 refund.
4. Jasmeet and Smart Connect deny that they hired Mrs. Kaur for cleaning services. So, they say they do not owe Mrs. Kaur for unpaid wages. Pam did not file a dispute response and is in default.
5. Mrs. Kaur is represented by a lawyer, Meena Dhillon. Jasmeet represents herself and Smart Connect.
6. For the reasons that follow, I mostly allow Mrs. Kaur's claims.

JURISDICTION AND PROCEDURE

7. The 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.
8. 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.

9. 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.
10. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.
11. The Employment Standards Branch has exclusive jurisdiction over statutory entitlements under the *Employment Standards Act*. However, an employee may pursue a civil remedy under the parties' contract or under the common law. So, I find I can consider Mrs. Kaur's claim for unpaid wages under the CRT's small claims jurisdiction over debt and damages.

Preliminary Issues

Names of Respondents

12. In the Dispute Notice, Mrs. Kaur named the respondents as "Jasmeet Dhaliwal", "Jasmeet Dhaliwal (Doing Business As Global Unity Consulting Corporation dba Smart Connect)", and "Pam Dhaliwal". In submissions, Mrs. Kaur asks that I amend the style of cause to include other names for all three respondents.
13. First, Mrs. Kaur says Jasmeet also goes by Jasmeet Kaur Aujla. It is clear from the evidence that Jasmeet is also known as Jasmeet Kaur Aujla. So, I have exercised my discretion under CRTA section 61 to amend the style of cause to reflect both names.
14. Second, Mrs. Kaur says that Global Unity Consulting Corporation also goes by Smart Connect. The Dispute Notice lists Jasmeet and Smart Connect together as one party. So, Jasmeet is technically named twice. However, Smart Connect provided a Dispute Response in its name only and the parties' submissions addressed Smart Connect as if it had been correctly named as a separate party from Jasmeet. So, I have exercised my discretion under CRTA section 61 to amend the

style of cause to list “Global Unity Consulting Corporation dba Smart Connect”, as a separate party. I find there is no prejudice to the parties in making this change.

15. Third, Mrs. Kaur says Pam also goes by Surinder Kaur Aujla and Saira Dhaliwal.

The evidence provided does not clearly show that Pam also goes by Surinder Kaur Aujla or Saira Dhaliwal. So, I decline to amend the style of cause.

Jasmeet Dhaliwal Default

16. Jasmeet did not file a Dispute Response and is technically in default. Generally, liability is assumed where a respondent is in default. However, in Smart Connect’s Dispute Response, Jasmeet says neither she nor her company are responsible. As Jasmeet represents Smart Connect, I have assumed that Jasmeet intended to file Smart Connect’s Dispute Response on behalf of both herself and Smart Connect. So, I have not assumed that Jasmeet is liable and have considered Smart Connect’s submissions as Jasmeet’s submissions.

Pam Dhaliwal Default

17. As noted above, Pam did not file a Dispute Response. The CRT served Pam in accordance with the CRT’s rules, so I find that Pam is in default. In general, when a respondent is in default, the CRT will assume liability against them. Smart Connect does not say its Dispute Response is filed on behalf of Pam. As a result, I assume liability against Pam, and I find they are liable to Mrs. Kaur for unpaid wages. I discuss this further below.

ISSUES

18. The issues in this dispute are:

- a. Is Mrs. Kaur entitled to reimbursement of her \$400 deposit for legal services?
- b. Is Mrs. Kaur entitled to \$2,345 for unpaid wages?

EVIDENCE AND ANALYSIS

19. In a civil proceeding like this one, Mrs. Kaur, as the applicant, must prove her 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. The respondents did not provide evidence in this dispute despite having the opportunity to do so.
20. Mrs. Kaur says she hired Jasmeet and Smart Connect to provide legal services in April 2023. She says Jasmeet and Smart Connect agreed to file a complaint with the Law Society of British Columbia (LSBC) and a complaint with Immigration Canada on her behalf. Mrs. Kaur claims she paid a \$400 deposit for those services.
21. Jasmeet and Smart Connect agree that Mrs. Kaur paid \$400. However, they argue that Jasmeet told Mrs. Kaur that she was a "paralegal/consultant," not a lawyer. They say they did not enter into a formal representation agreement with Mrs. Kaur. Rather, they claim they agreed to help Mrs. Kaur complete application forms, draft letters, and prepare documents. They say Mrs. Kaur agreed to pay \$400 for those services.
22. Mrs. Kaur also claims that Jasmeet, Smart Connect, and Jasmeet's mother, Pam, hired Mrs. Kaur to clean Pam's house in preparation for a wedding. Mrs. Kaur claims that between May 2023 and June 2023, she worked a total of 140 hours.
23. Mrs. Kaur says that she asked for payment for her cleaning services on July 17, 2023, but the Dhaliwals refused. She alleges that Jasmeet offered to credit Mrs. Kaur's wages for cleaning services towards the balance owed for Jasmeet's legal services. Mrs. Kaur says she refused. Jasmeet denies that she or Smart Connect hired Mrs. Kaur for cleaning services.
24. Mrs. Kaur says that Jasmeet and Smart Connect did not complete any work for her, so she went to free legal clinics for assistance. Mrs. Kaur subsequently made a complaint with the LSBC about Jasmeet. She provided a copy of a December 15, 2023 British Columbia Supreme Court Consent Order. Jasmeet signed the Consent

Order agreeing not to engage in the practice of law or to represent herself as a lawyer until she becomes a member in good standing with the LSBC.

25. Mrs. Kaur seeks return of her \$400 from Jasmeet and Smart Connect. She also seeks \$2,345 from Jasmeet, Pam, and Smart Connect for unpaid wages.

Is Mrs. Kaur entitled to reimbursement of her \$400 deposit for legal services?

26. Mrs. Kaur argues she is entitled to reimbursement of her \$400 deposit because Jasmeet and Smart Connect did not complete any work for her. I first assess whether the parties entered into a valid contract.

27. A valid contract requires that the parties have a “meeting of the minds.” This means that the parties must agree on all essential terms and those terms must be clear enough to give a reasonable degree of certainty. The parties must both intend to be bound by these essential terms. There must also be an offer by one party that is accepted by the other, plus valuable “consideration.” Consideration means payment of money or something else of value. See *Redfern Resources Ltd. (Re)*, 2012 BCCA 189.

28. Here, the parties agree that Mrs. Kaur paid \$400 to Jasmeet and Smart Connect but disagree about the services Jasmeet and Smart Connect were to provide. Mrs. Kaur alleges that Jasmeet and Smart Connect were to file complaints with the LSBC and Immigration Canada on her behalf. Conversely, Jasmeet and Smart Connect claim they were hired to assist with paperwork and provide general guidance. I find that the specific services that Jasmeet and Smart Connect were to provide is an essential term of the contract.

29. The parties did not provide a formal written contract as evidence. However, Mrs. Kaur did provide 2 authorizations signed by herself and Jasmeet. The authorizations state that Jasmeet would act as Mrs. Kaur’s agent for matters involving the LSBC and Immigration Canada, but it is unclear what specific services this entailed. Based

on the evidence before me, I find the parties did not have a meeting of the minds on all essential terms of the contract. So, I find the parties did not have a valid contract.

30. I now consider whether Jasmeet and Smart Connect have been unjustly enriched by keeping Mrs. Kaur's \$400. To prove unjust enrichment, Mrs. Kaur must prove Jasmeet and Smart Connect were enriched, Mrs. Kaur suffered a corresponding loss, and there was no juristic or valid basis for the enrichment. See *Moore v. Sweet*, 2018 SCC 52.

31. Mrs. Kaur provided an invoice from Smart Connect as evidence. The invoice total is for \$1,575, comprised of \$850 for the LSBC complaint and \$650 for the Immigration Canada complaint, plus taxes. However, the invoice does not itemize what specific forms, letters, and documents Jasmeet and Smart Connect assisted with. Further, Jasmeet and Smart Connect did not provide any explanation about the specific forms, letters, and documents they allegedly assisted Mrs. Kaur with.

32. Where a party does not provide relevant evidence without explanation, the CRT may make an adverse inference. An adverse inference is when the CRT assumes the party did not provide the relevant evidence because it either does not exist, or it would have damaged the party's case. Here, Jasmeet and Smart Connect could have provided evidence, such as copies of documents they allegedly assisted Mrs. Kaur with, to support their claim that they provided a service to Mrs. Kaur. Since they did not, I find it appropriate to draw an adverse inference against Jasmeet and Smart Connect. As a result, I find that Jasmeet and Smart Connect did not complete any work for Mrs. Kaur.

33. I find that Jasmeet and Smart Connect were enriched by keeping the \$400 and Mrs. Kaur suffered a corresponding loss. As I have found that the contract between the parties was invalid and Jasmeet and Smart Connect did not complete any work for Mrs. Kaur, I find that there is no juristic or valid basis for the enrichment. I find Jasmeet and Smart Connect unfairly benefitted by receiving compensation for work that they did not complete. So, I find Jasmeet and Smart Connect, jointly and severally, must reimburse Mrs. Kaur's \$400.

Is Mrs. Kaur entitled to \$2,345 for unpaid wages?

34. Mrs. Kaur did not provide evidence, such as a contract, emails, or text messages, to prove that she had an agreement with Jasmeet and Smart Connect to provide cleaning services. Mrs. Kaur's only evidence is a handwritten note that reads "70 hours x \$15 = \$1,050". In submissions, Mrs. Kaur says that Jasmeet wrote this note when discussing that Mrs. Kaur's unpaid wages would be credited towards the outstanding legal fees. I find nothing turns on this note. It is simply a math equation with no additional context. Based on the evidence before me, I find that Mrs. Kaur has not proven that Jasmeet or Smart Connect are required to pay her for cleaning services. So, I dismiss Mrs. Kaur's claim against Jasmeet and Smart Connect for unpaid wages.

35. As noted earlier, Pam did not file a Dispute Response and is in default. As a result, I find that Pam is liable to pay Mrs. Kaur for cleaning services. In submissions, Mrs. Kaur says she was hired to work for \$15 per hour, however, she calculated her claim at \$16.75 per hour, which she notes was minimum wage at the time. Mrs. Kaur did not provide evidence regarding the minimum wage, but this is a fact of which judicial notice can be taken. See *M.A.B. v. J.A.B*, 2023 BCSC 1276 at para. 191. So, I find Mrs. Kaur is entitled to \$16.75 per hour for 140 hours. This equals \$2,345.

36. The *Court Order Interest Act* applies to the CRT. Mrs. Kaur is entitled to pre-judgment interest on her \$400 deposit from April 30, 2023, the approximate date that Mrs. Kaur says she paid her deposit, to the date of this decision. This equals \$42.72.

37. Mrs. Kaur is also entitled to pre-judgment interest on the \$2,345 for cleaning services from July 17, 2023, the date she requested payment, to the date of this decision. This equals \$227.65.

38. Mrs. Kaur also claims \$500 in costs but did not provide further submissions or evidence on this. If Mrs. Kaur's claim for costs is for legal expenses, CRT rule 9.5(3) says the CRT will not require a party to reimburse another party's legal expenses except in extraordinary circumstances. If Mrs. Kaur's claim for costs is for time spent

on this dispute, CRT rule 9.5(5) says the CRT will only order compensation for a party's time spent on a dispute in extraordinary circumstances.

39. I find this dispute lacks extraordinary circumstances. It was not particularly complex and involved common legal issues within the CRT's jurisdiction. Further, Mrs. Kaur did not provide evidence to prove she incurred legal fees or to prove how much time she spent on this dispute. So, I dismiss Mrs. Kaur's claim for costs.

40. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recovery of their CRT fees and reasonable dispute-related expenses. Neither party paid CRT fees, so I order none.

ORDERS

41. Within 30 days of the date of this decision, I order Jasmeet and Smart Connect, jointly and severally, to pay Mrs. Kaur a total of \$442.72, broken down as follows:

- a. \$400 in debt, and
- b. \$42.72 in pre-judgment interest under the *Court Order Interest Act*.

42. Within 30 days of the date of this decision, I order Pam to pay Mrs. Kaur a total of \$2,572.65, broken down as follows:

- a. \$2,345 in debt, and
- b. \$227.65 in pre-judgment interest under the *Court Order Interest Act*.

43. Mrs. Kaur is entitled to post-judgment interest, as applicable.

44. I dismiss Mrs. Kaur's remaining claims.

45. This is a validated decision. 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.

Max Pappin, Tribunal Member