



Civil Resolution Tribunal

Date Issued: February 17, 2026

Files: SC-2024-009066
and SC-2024-009067

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lincoln-Gomm v. Rosner*, 2026 BCCRT 262

B E T W E E N :

RACHEL LINCOLN-GOMM

APPLICANT

A N D :

MARK ROSNER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. These disputes are about music services. The applicant, Rachel Lincoln-Gomm, is a singer-songwriter who says she hired a record label company owned by the respondent, Mark Rosner, under 3 contracts for various services. Ms. Lincoln-Gomm says Mr. Rosner does not actually have a company and also did not perform the services required by the contracts.

2. In dispute SC-2024-009066, Ms. Lincoln-Gomm claims a \$3,698 refund for the parties' initial contract. In dispute SC-2024-009067, Ms. Lincoln-Gomm claims a \$3,673 refund for the parties' 2 subsequent contracts.
3. Mr. Rosner says he has always operated as a sole proprietorship. He also says he performed all the services required under the contracts. I infer he asks that I dismiss Ms. Lincoln-Gomm's claims.
4. The parties are each self-represented.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that 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. As these disputes concern the same parties and rely on much of the same evidence, I have issued one decision for both.
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. 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.
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.

Claims over \$5,000

8. As I note above, Ms. Lincoln-Gomm started 2 disputes against Mr. Rosner, which total above the CRT's \$5,000 small claims monetary limit. So, I consider whether Ms. Lincoln-Gomm is inappropriately splitting her claims.
9. In *De Bayer v. Yang*, 2019 BCCRT 298, a tribunal member considered cases from the BC Provincial Court, which also has a monetary limit. In those cases, when determining whether an applicant could bring multiple claims, the court considered whether the claims were about a distinct contract or a single continuing contract. Although this decision is not binding on me, I find its reasoning persuasive and apply it here.
10. I find Ms. Lincoln-Gomm's claims arise from 3 distinct contracts about different services Mr. Rosner was to provide. This is consistent with Mr. Rosner's position in this dispute. So, I find Ms. Lincoln-Gomm has not improperly split her claims and I can consider both claimed amounts, even though they total over \$5,000. In any event, I find below that Ms. Lincoln-Gomm is entitled to less than \$5,000.

Mr. Rosner's company

11. Ms. Lincoln-Gomm says Mr. Rosner improperly referred to himself as having a company. The parties' contracts refer to "Big Records Ltd." and "Big Records LLC".
12. Mr. Rosner says this was a "clerical error" during a time he was considering incorporating. He says he has always operated as a sole proprietorship and has had no issues, I infer with other clients.
13. I find by using "Big Records Ltd." in the parties' contract, Mr. Rosner breached *Business Corporations Act* section 24. However, as the court found in *Zhang v. Cute-Go Novelty Inc.*, 2015 BCSC 2443, I find the parties understood that Mr. Rosner was the person obliged to perform under the contract and is himself liable for any damages.

14. To the extent that Ms. Lincoln-Gomm argues that this misrepresentation is why she entered into the agreement, I find that unproven. She provided no evidence of the parties' initial interactions, or that Mr. Rosner operating as a sole proprietorship instead of a corporation changed his reputation in the music community. Instead, I consider below whether Mr. Rosner otherwise breached the parties' agreements.

ISSUES

15. The issues in this dispute are:
- a. Did Mr. Rosner breach any of the parties' contracts?
 - b. If so, is Ms. Lincoln-Gomm entitled to damages?

EVIDENCE AND ANALYSIS

16. In a civil proceeding like this one, Ms. Lincoln-Gomm, as the applicant, must prove her claims on a balance of probabilities, meaning "more likely than not". While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
17. The parties disagree on their initial interactions. Ms. Lincoln-Gomm says Mr. Rosner approached her online to sign with his record label, which she understood to be an incorporated company. Mr. Rosner says that Ms. Lincoln-Gomm approached him. Neither party provided evidence supporting their version, but I find nothing turns on exactly what happened.
18. Mr. Rosner says he has done business as "Big Records" as a sole proprietorship for 15 years. The parties refer to Big Records as a music label.
19. On June 25, 2023, the parties signed their first contract, between Ms. Lincoln-Gomm as "the owner" and Big Records as "the company". I will refer to this contract as the initial contract, which I find had the following relevant terms:

- a. Ms. Lincoln-Gomm would pay \$2,695 USD for a one-year term,
 - b. Big Records would provide regular social media sharing and support, including an artist page on its website,
 - c. Ms. Lincoln-Gomm had the option of music distribution through Big Records' agreements with Sony/Orchard (Sony),
 - d. Big Records would provide 3 radio releases per year, with a press release, video teaser, and other marketing,
 - e. Big Records would "organically pitch" Ms. Lincoln-Gomm's music to music supervisors, and
 - f. The parties agreed the entertainment industry is speculative and Big Records did not offer any guarantees of success.
20. After signing the initial contract, the parties signed 2 "distribution agreements" in August and September 2023 for 2 of Ms. Lincoln-Gomm's songs. Big Records was to distribute each song as a third-party agent to the Sony distribution network. Sony would keep a 25% distribution fee, and Big Records would send any remaining revenue to Ms. Lincoln-Gomm quarterly. Big Records would also send quarterly reports.
21. I find the distribution agreements were a part of the parties' initial contract and merely specified the songs that Mr. Rosner would distribute. Ms. Lincoln-Gomm did not pay Big Records any additional fees under the distribution agreements.
22. The parties signed 2 additional, separate contracts on November 9, 2023.
23. The first additional contract was a licensing agreement. Big Records would "shop" Ms. Lincoln-Gomm's music. I will refer to this agreement as the licensing contract, and I find it had the following relevant terms:
- a. Ms. Lincoln-Gomm would pay \$600 USD plus GST,

- b. Big Records would look for “sync” opportunities for 3 of Ms. Lincoln-Gomm’s songs for 24 months,
 - c. Ms. Lincoln-Gomm could switch out those 3 songs every 6 months, and
 - d. Big Records was only required to tell Ms. Lincoln-Gomm about any opportunities it found, and any negotiation it did for Ms. Lincoln-Gomm would require a separate fee.
- 24. The second additional contract was for Big Records to promote and market one of Ms. Lincoln-Gomm’s songs. I will refer to this agreement as the promotional contract, and I find it had the following relevant terms:
 - a. Ms. Lincoln-Gomm would pay \$1,800 USD plus GST for a 100-day term,
 - b. Big Records would use its experience and expertise to promote, market, and place the song on various physical and digital stations, and
 - c. Specifically, marketing and promotion would include: playlist on the UK Hot 100 Singles Chart, 100-day broadcasting period, and 600 broadcasts.
- 25. The parties agree Ms. Lincoln-Gomm paid Mr. Rosner all fees required under the contracts, for a total of \$5,244.94 USD.
- 26. I acknowledge Ms. Lincoln-Gomm’s argument that Mr. Rosner improperly used a personal PayPal account to receive these funds. Mr. Rosner says that this is a business account and his employee’s name appears on that account because that employee handles payments. I accept this explanation as reasonable. In any event, I find it does not matter how Mr. Rosner received the funds, given the parties agree that he did.
- 27. Ms. Lincoln-Gomm argues that she should not have been required to sign the second 2 contracts or pay the associated fees, because those obligations should have been covered by the initial contract. Further, Ms. Lincoln-Gomm argues that Mr. Rosner did not meet his obligations under any of the contracts. Ms. Lincoln-

Gomm asks for a refund of all the fees she paid. Finally, Ms. Lincoln-Gomm also says that Mr. Rosner improperly retained funds it received from Sony.

28. Mr. Rosner argues that artists can decide which additional “opportunities” they would like to take. Mr. Rosner says that the contracts are non-refundable. Finally, Mr. Rosner denies not providing services, and says instead that Ms. Lincoln-Gomm was difficult to deal with and “burned bridges”.

Did Mr. Rosner breach any of the parties’ contracts?

29. I begin by addressing Ms. Lincoln-Gomm’s general argument that she should not have had to sign another 2 contracts with Mr. Rosner. I do not accept Ms. Lincoln-Gomm’s argument that Mr. Rosner’s obligations under the licensing and promoting contracts were already covered by the initial contract.
30. Ms. Lincoln-Gomm says that “sync” licensing opportunities in the promotional contract refers to pitching her music for film and television placement. I find that the initial contract only required Mr. Rosner to pitch her music for television and movies as opportunities came up. I find this is different from the licensing contract, which required Mr. Rosner to actively look for these types of opportunities for Ms. Lincoln-Gomm.
31. I come to the same conclusion about the promotional contract. While there is some overlap between the two, I agree with Mr. Rosner’s submission that the promotional contract provides more “intense” promotional services. It contains specific targets Mr. Rosner was required to meet.
32. This does not end matters, because I must still determine whether Mr. Rosner breached any of the parties’ 3 contracts.

Initial contract

33. I begin with the initial contract. Mr. Rosner says that because Ms. Lincoln-Gomm signed 2 additional contracts, this proves he was performing under the initial

contract. If he had not been, Mr. Rosner argues Ms. Lincoln-Gomm would not have signed more contracts with him.

34. I find the parties' evidence shows that at least initially, Mr. Rosner provided weekly artist virtual meetings, which Ms. Lincoln-Gomm attended. Messages between Ms. Lincoln-Gomm and Mr. Rosner's employees from October 2023 show the parties working towards releasing some of Ms. Lincoln-Gomm's music. I find this supports Mr. Rosner's argument that at least initially, he was performing his obligations under the parties' contract.
35. In June 2024, Ms. Lincoln-Gomm emailed Mr. Rosner about the social media aspect of the initial contract. In that email, Ms. Lincoln-Gomm said Mr. Rosner initially provided these services, but that nothing had been posted on social media for 8 months. Ms. Lincoln-Gomm also said she was having conflicts with one of Mr. Rosner's employees.
36. In response, Mr. Rosner said he was "reviewing" this and reminded Ms. Lincoln-Gomm that she needed to act "accordingly" on the company's behalf. However, his later responses to Ms. Lincoln-Gomm's emails accused her of slander by talking poorly about his employees.
37. I find nowhere in these responses, or in this dispute, does Mr. Rosner provide evidence of any social media posts he or his company made after November 2023. While Ms. Lincoln-Gomm has the burden of proving her claim, I find it would be practically difficult to prove that no posts were made. Instead, I find if Mr. Rosner or his employees had made such posts, it would be a simple matter for Mr. Rosner to provide evidence of them.
38. Based on the above, I find Mr. Rosner breached the parties' initial contract by not providing social media support after November 2023.
39. I turn to Ms. Lincoln-Gomm's second alleged breach of the initial contract, that Mr. Rosner did not pass along funds he received from Sony for royalties from online streaming. Ms. Lincoln-Gomm relies on emails from a Sony employee, TG. In June

2024, Ms. Lincoln-Gomm asked whether royalties had been paid for either of her songs. TG responded they were unwilling to get involved in the dispute, but noted royalties had been paid “a few quarters ago”, but not the most recent quarter. TG confirmed Ms. Lincoln-Gomm’s label was paid quarterly. It is unclear to me whether the label TG is referring to is Big Records, or the associated company AGM, which is the Sony account holder.

40. In emails to Mr. Rosner and other Big Record employees, Ms. Lincoln-Gomm confirmed she had not received any of the quarterly reports, or revenue, required under the agreements.
41. Later emails from DY, Mr. Rosner’s employee, said that Ms. Lincoln-Gomm’s royalties were only \$16.60, which was below the \$100 USD required for Sony to pay them out. DY noted that “statistical reports” were sent out when royalties were paid. DY said Big Records was willing to pay out Ms. Lincoln-Gomm the \$16.60, despite being below Sony’s \$100 USD minimum.
42. Mr. Rosner does not dispute he did not provide the quarterly reports required under the distribution agreement. I find, contrary to DY’s email, the distribution agreements required Mr. Rosner to provide quarterly reports whether or not Ms. Lincoln-Gomm was receiving royalties. So, I find Mr. Rosner breached the distribution agreements by not providing any reports.
43. I turn to damages. For a breach of contract that is not a fundamental breach, a wronged party may claim damages arising from the breach. Damages for breach of contract are generally intended to put the innocent party in the position they would have been in if the contract had been carried out as agreed. See: *Water’s Edge Resort Ltd. v. Canada (Attorney General)*, 2015 BCCA 319.
44. Ms. Lincoln-Gomm raised the issues with Mr. Rosner in the last month of the initial contract. I find Mr. Rosner performed some of his obligations under the initial contract, which Ms. Lincoln-Gomm benefitted from.

45. However, I find Mr. Rosner did not provide social media services for the last 8 months (or 75%) of the contract's term. Doing the best that I can to value those services, I find they amount to roughly half of Mr. Rosner's responsibilities under the initial contract. So, I find Ms. Lincoln-Gomm is entitled to a \$1,000 USD refund, which is roughly 75% of half of the \$2,695 she paid under the initial contract.
46. With respect to the quarterly reports, Ms. Lincoln-Gomm says her songs were streamed online 1.5 million times. She says this should have resulted in more royalties than \$16.60. In her email to Mr. Rosner, Ms. Lincoln-Gomm says royalties should have been closer to \$6,000 to \$8,000.
47. I accept that Mr. Rosner did not provide the quarterly reports, as required by the distribution agreements. However, I find Ms. Lincoln-Gomm has not provided any evidence about what that amount would be. Put another way, I accept Mr. Rosner breached the term requiring quarterly reports, but I find Ms. Lincoln-Gomm has not proven any damages related to it and I award none.
48. To the extent Ms. Lincoln-Gomm is claiming specific royalty funds, this was not a claim included in the Dispute Notice and I find it is not properly before me.

Licensing contract

49. Ms. Lincoln-Gomm says she received no benefit from the licensing contract. She provided a copy of a May 3, 2024 email she sent to Mr. Rosner, expressing her concern she had not received any updates from anyone about any "shopping" of her songs. In that email, she also refers to April 2024 correspondence where Mr. Rosner admitted there had been no work between November and January, and agreed to provide services for an additional 3 months at the end of the term. Ms. Lincoln-Gomm ended the email by suggesting that Mr. Rosner add a further 5 months to the contract.
50. Mr. Rosner responded agreeing to the extension because of an "issue" early on.

51. I infer things did not improve between the parties, and Ms. Lincoln-Gomm began this dispute in August 2024.
52. Mr. Rosner says that the “shopping” services under the licensing contract were provided by DS, a “high end sync licensing person”. Mr. Rosner says that DS does not pass contacts on to artists, but contacts the artist when a “match” results in an opportunity for the artist.
53. The difficulty for Mr. Rosner is he provided no evidence from DS or anyone else that Mr. Rosner or DS provided the services Ms. Lincoln-Gomm paid for under the licensing contract. Instead, the evidence he argues shows DS provided services to Ms. Lincoln-Gomm is a message between the parties about which songs to send to DS. This does not prove DS, or even Mr. Rosner, did any work for Ms. Lincoln-Gomm under the licensing contract.
54. Again, I acknowledge Ms. Lincoln-Gomm bears the burden of proving her claim. However, given Mr. Rosner’s undisputed failure for at least the first 5 months to provide any services, I find Ms. Lincoln-Gomm has proven a breach of the licensing contract. To the extent that Mr. Rosner alleges that DS did work, I find he is the only party who could have provided evidence of this. As he has failed to do so, I find Mr. Rosner has not proven either he or DS provided the services required by the licensing contract.
55. I turn to damages. In law, not every breach of a contract entitles a party to cancel the contract. A party can only cancel a contract if the other party fundamentally breaches the contract. A fundamental breach is a breach that destroys the whole purpose of the contract and makes further performance of the contract impossible. See: *Bhullar v. Dhanani*, 2008 BCSC 1202.
56. Here, I find by failing to provide any services under the licensing contract for 5 months, including over a month after Ms. Lincoln-Gomm first raised the issue, Mr. Rosner fundamentally breached the licensing contract. So, I find Ms. Lincoln-Gomm

was entitled to cancel it and Mr. Rosner must refund her the \$600 USD plus GST she paid.

Promotional contract

57. Ms. Lincoln-Gomm says the parties' contract required Mr. Rosner to get her song on the "UK Official Top 100 Singles Chart", which was the equivalent of the US Billboard Chart. Ms. Lincoln-Gomm says that she received only one doctored image from DS showing her song was placed on another chart, which was not a US Billboard Equivalent. Ms. Lincoln-Gomm also says Mr. Rosner told her when her song reached the top 5, her song would be passed along to the BBC for the airplay. Finally, though Ms. Lincoln-Gomm requested it, she says Mr. Rosner has provided no evidence of the 600 broadcasts required under the contract.
58. Mr. Rosner says getting onto the Billboard is the "goal" of all artists. When an artist climbs a UK chart, they can sometimes get on the Billboard. Mr. Rosner denies he promised Ms. Lincoln-Gomm's song would end up on the Billboard, as this is very rare. Instead, Mr. Rosner says he placed her on a UK list, which was also hired to promote her with interviews and airplay.
59. I find the parties' contract required that Mr. Rosner place Ms. Lincoln-Gomm's song on the "Official UK Hot 100 Singles Chart". To the extent Ms. Lincoln relies on her own understanding that she would be placed on a different chart, I find that was not the parties' agreement.
60. I infer from Mr. Rosner's evidence that DS, through their connections, would place the song on the UK chart. Then, Mr. Rosner's employees would vote to move the song up the chart. I accept Mr. Rosner's evidence, which I find Ms. Lincoln-Gomm does not seriously dispute, that Ms. Lincoln-Gomm's song did reach number 1 on the Official UK Hot 100 Singles Chart. So, I find Mr. Rosner fulfilled this term of the parties' agreement.
61. Mr. Rosner does not respond to Ms. Lincoln-Gomm's argument that he failed to meet the contract's term for 600 broadcasts over the contract's 100 days. However,

there is some evidence in an email from DS to Ms. Lincoln-Gomm that her song had been broadcast at least once in November on UK Talk Radio Music Division. DS's email also includes a chart "live stream" and commentary from an individual I infer is the CEO of UK Top Radio. DS's email also included hyperlinks.

62. However, Mr. Rosner did not otherwise provide any evidence Ms. Lincoln-Gomm's song was broadcast 600 times, or that Mr. Rosner or DS made any further attempts to have it be broadcast after the initial broadcasts. In contrast, Mr. Rosner specifically argued that that he fulfilled all services related to the Top 100 chart. So, I find Mr. Rosner does not dispute that he breached the promotional contract by not broadcasting Ms. Lincoln-Gomm's song 600 times.
63. I turn to damages. I find Ms. Lincoln-Gomm's arguments focus on the chart aspect of the promotional contract, not the broadcasting. I find there was at least minimal broadcasting of her song. Neither party gave a value to the broadcasting portion of the promotional contract.
64. So, doing the best that I can with the evidence, I find Ms. Lincoln-Gomm is entitled to a \$800 USD plus GST refund of the promotional contract. This is slightly less than half the amount she paid, to account for the broadcasting I find DS did arrange.
65. In total, I find Mr. Rosner must refund Ms. Lincoln-Gomm \$2,470 USD, which is \$1,000 USD for the initial contract, \$630 for the licensing contract, and \$840 for the promotional contract. Neither party provided the applicable exchange rate. So, I have used the current exchange rate as of the date of this decision from the Bank of Canada's website. Based on this rate, the total is \$3,362.66 CAD.
66. The *Court Order Interest Act* applies to the CRT. I find Ms. Lincoln-Gomm is entitled to pre-judgment interest on the \$3,362.66 from June 30, 2024, the date by which I find the parties' relationship had fully broken down, to the date of this decision. This equals \$175.40.
67. 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. As Ms. Lincoln-Gomm was partially successful in dispute SC-2024-009066, I find she is entitled to reimbursement of \$67.50 in paid CRT fees. As she was generally successful in dispute SC-2024-009067, I find she is entitled to reimbursement of \$125 in paid CRT fees in that dispute. In total, I find she is entitled to reimbursement of \$192.50 in CRT fees.

68. Ms. Lincoln-Gomm claims the \$35 fee she paid to BC Registries to confirm Mr. Rosner was not incorporated. In the circumstances, I find this was a reasonable expense for this dispute and I order Mr. Rosner to reimburse Ms. Lincoln-Gomm \$35.
69. Mr. Rosner claims \$1,100 in dispute-related expenses, which is \$800 for 4 of his contractors to locate and provide evidence in this dispute, \$100 for registered mail, and \$200 for notary documents. Mr. Rosner was only partially successful in each dispute and did not provide any supporting evidence of these expenses. Further, CRT rule 10.5(5) says that compensation for “time spent” is only awarded to a successful party in specific circumstances, which I find do not apply here. So, I dismiss Mr. Rosner’s claim for dispute-related expenses.

ORDERS

70. Within 30 days of the date of this decision, I order Mr. Rosner to pay Ms. Lincoln-Gomm a total of \$3,765.56, broken down as follows:
- a. \$3,362.66 in damages,
 - b. \$175.40 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$227.50, for \$192.50 in CRT fees and \$35 for dispute-related expenses.
71. Ms. Lincoln-Gomm is entitled to post-judgment interest, as applicable.
72. I dismiss Mr. Rosner’s claim for reimbursement of dispute-related expenses.

73. 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.

Amanda Binnie, Tribunal Member