



Civil Resolution Tribunal

Date Issued: October 3, 2019

File: SC-2019-002244

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Star Sign & Neon Inc. v. Acme Transport Ltd.*, 2019 BCCRT 1158

B E T W E E N :

STAR SIGN & NEON INC.

APPLICANT

A N D :

ACME TRANSPORT LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This is a dispute over payment for truck and trailer decals.
2. The applicant, Star Sign & Neon Inc., makes decals for trucks and trailers and did so for the respondent, Acme Transport Ltd. The applicant says the respondent failed to pay and claims \$2,661.75 for unpaid invoices.

3. The respondent disputes that it owes the full claimed amount but agrees to pay \$477.75. The respondent says the balance of the applicant's claim is for work the respondent already paid for.
4. The parties are each represented by an officer or employee of the company.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the tribunal's mandate of proportional and speedy dispute resolution, I decided I could fairly hear this dispute through written submissions.
7. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:

- a. order a party to do or stop doing something;
- b. order a party to pay money;
- c. order any other terms or conditions the tribunal considers appropriate.

ISSUE

- 9. The issue in this dispute is to what extent the applicant is entitled to \$2,661.75 for the decal work.

EVIDENCE AND ANALYSIS

- 10. In a civil claim such as this, the applicant bears the burden of proving its claims on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
- 11. The applicant provided copies of its invoices to the respondent that total \$2,661.75 and show “unpaid”, (the claimed invoices). Each claimed invoice is numbered, dated and includes a description of the job, such as the vehicle’s license plate number, the job details, the decal, or a combination of these descriptors. In support of its claim, the applicant provided a witness statement from its decal installer. The installer confirmed that he had removed, replaced and added decals on the respondent’s trucks and trailers as shown on the claimed invoices.
- 12. The respondent provided copies of previous invoices that it paid. These invoices show “paid”. The respondent points out that some of the paid invoices show the same job details as the claimed invoices, which the respondent says shows the applicant is double-billing for the same work. The applicant denies double-billing. The applicant explains that the invoices are for different jobs on the same trailers. It says the respondent had asked it to add or replace decals on older trailers. For this reason, it says the license plate numbers in the paid and claimed invoices are the same, but for distinct jobs. I have reviewed the claimed and paid invoices in

evidence. Where they show the same job details, I find the invoice dates are several months apart. I find this supports the applicant's claim that it had added and replaced decals to the same trailers that it had previously worked on. Based on the invoice dates and the installer's statement of having added and replaced decals, I am satisfied, on a balance of probabilities, that the claimed invoices are for distinct decal jobs.

13. Without explanation, the respondent provided no proof of payment, such as its banking information, showing that it paid any portion of the claimed invoices. Considering the lack of evidence of payment, I find it is more likely than not that the respondent failed to pay the claimed invoices. Since I found the claimed invoices are for distinct jobs, I find the respondent owes the applicant the claimed amount of \$2,661.75, subject to a potential set-off discussed below.
14. The respondent alleges that the applicant charged three times the rate of other vendors but provided inferior service. It says the applicant failed to complete the jobs on time and used cheap materials. I infer the respondent is arguing that the applicant breached the contract and should not be paid, or that I should apply a set-off. At law, the burden of proof shifts to the respondent to establish a breach and set-off. The respondent provided no corroborating evidence of delay or poor service. There is also no evidence that the decal material was any different than what was agreed on. Therefore, I find the respondent has not established that the applicant breached the contract or that it is otherwise entitled to a set-off.
15. The *Court Order Interest Act* applies to the tribunal. The applicant is entitled to pre-judgment interest. The claimed invoices do not state when they are due. The applicant says it demanded payment on the invoices in January 2019 but does not specify the date. The last invoice is dated January 28, 2019. Therefore, I have calculated pre-judgment interest on the full invoice debt from January 28, 2019 to the date of this decision. This equals \$35.41.
16. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable

dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125.00 in tribunal fees and \$31.50 in dispute-related expenses for a title search for the respondent company, which I find reasonable.

ORDERS

17. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,853.66, broken down as follows:
 - a. \$2,661.75 as payment for the decal work,
 - b. \$35.41 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$156.50, for \$125.00 in tribunal fees and \$31.50 for dispute-related expenses.
18. The applicant is entitled to post-judgment interest, as applicable.
19. Under section 48 of the CRTA, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
20. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

