



Civil Resolution Tribunal

Date Issued: October 7, 2019

File: SC-2019-004497

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wilson Wholesale Supply Ltd. v. BeNanna Bakery Inc.*, 2019 BCCRT 1170

BETWEEN:

WILSON WHOLESALE SUPPLY LTD.

APPLICANT

AND:

BENANNA BAKERY INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about payment for bakery supplies. The applicant, Wilson Wholesale Supply Ltd., says it supplied the respondent, BeNanna Bakery Inc., with bakery supplies and was not paid. The applicant seeks \$1,943.77, the amount of the

unpaid invoices. In its Dispute Response, the respondent acknowledges it owes the \$1,943.77 to the applicant.

2. The parties are each represented by whom I infer are employees or principals.

JURISDICTION AND PROCEDURE

3. 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.
4. The tribunal has discretion to decide the format of the hearing, 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.
5. 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.
6. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted by 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

7. The issue in this dispute is whether the respondent owes the applicant \$1,934.77 in unpaid invoices (\$1,915.77 for bakery supplies and \$28 in bank fees).

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
9. It is undisputed the parties had an agreement that the applicant would supply baking supplies to the respondent bakery. It is unclear when this relationship began, but I find nothing turns on that fact. In any event, it is undisputed that in early 2019, the respondent stopped paying the applicant's invoices.
10. Apart from its Dispute Response in which it acknowledges it owes and is willing to pay the \$1,943.77 debt to the applicant, the respondent has not provided any submissions or evidence, despite being given the opportunity to do so. Given the respondent's admission in its Dispute Response, I find the applicant is entitled to \$1,943.77 in payment for the unpaid invoices for bakery supplies and bank fees. The applicant is also entitled to pre-judgment interest on this amount, pursuant to the *Court Order Interest Act*. Calculated from March 5, 2019, the last invoice for supplies, this amounts to \$22.53.
11. The applicant also claims for reimbursement of \$125 in paid tribunal fees. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. In its Dispute Response, the respondent denied owing for tribunal fees, stating that it offered to pay the claim amount to resolve the issue before proceeding to the tribunal. However, as noted above, the respondent did not provide any evidence or submissions to support this assertion.

12. In fact, the evidence before me indicates that the parties agreed to a payment plan in April 2019, and that 4 of the first 5 payments were returned by the bank for insufficient funds.
13. Given the evidence, I see no reason to deviate from the general rule for reimbursement of tribunal fees. As the applicant was successful, I find that it is entitled to reimbursement of \$125 in paid tribunal fees. The applicant did not claim any dispute-related expenses.

ORDERS

14. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$2,091.30, broken down as follows:
 - a. \$1,943.77 for outstanding invoices,
 - b. \$22.53 in pre-judgment interest under the COIA, and
 - c. \$125 in tribunal fees.
15. The applicant is also entitled to post-judgment interest under the COIA, as applicable.
16. 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.

17. 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.

Andrea Ritchie, Vice Chair