



# Civil Resolution Tribunal

Date Issued: January 15, 2024

File: SC-2022-009902

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anchor Tree Service Ltd. v. Vandenbrink*, 2024 BCCRT 37

BETWEEN:

ANCHOR TREE SERVICE LTD.

**APPLICANT**

AND:

CASEY VANDENBRINK

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

David Jiang

## INTRODUCTION

1. The applicant, Anchor Tree Service Ltd., says the respondent, Casey Vandenbrink, hired it to mill logs on the respondent's property. The applicant says the respondent paid \$1,000 for the work done, leaving a balance owing of \$3,043.75. It originally claimed for this amount but in submissions says it is willing to accept a slightly smaller sum of \$2,957.19.

2. The respondent denies liability. They allege the following. The applicant verbally quoted just under \$2,000 for all the work. Despite this, the applicant then asked the respondent to pay \$5,000 before finishing the work. The respondent refused and the applicant left the work unfinished. The respondent says they only paid \$1,000 because that was the value of the work done. I note that in submissions the respondent said they were prepared to pay \$225 to settle the claim, but they later abandoned this position in subsequent statements.
3. A principal or employee represents the applicant. The respondent is self-represented.
4. For the reasons that follow, I dismiss the applicant's claim.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA 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.
6. Section 39 of the CRTA says the CRT 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. 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. Section 42 of the CRTA says the CRT 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.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUE**

9. The issue in this dispute is whether the respondent must pay the applicant the alleged balance owing.

## **BACKGROUND, EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities. This means 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.
11. The applicant did not provide any documentary evidence although it had the opportunity to do so. The respondent uploaded a document outlining their version of events. There is no independent documentary evidence before me. So, I have relied on the parties' submissions and statements to make the following findings.
12. In November 2022, the respondent hired the applicant to mill wood on the respondent's property. The parties proceeded informally and without a written contract.
13. The parties disagree on the terms of their verbal contract. The applicant says that before work began, the respondent agreed to pay the applicant's hourly rate of \$225 plus tax, plus the crane rental cost which was ultimately \$500. The respondent says that the applicant provided the hourly rate before work started. However, they also say the applicant stated that the crane rental cost would only be \$200, and that the total price would be "just under" \$2,000.
14. I find from the above that the parties did not agree on a fixed price contract. First, the parties agree that the applicant did not provide a firm, specific price. Second, they also agree they discussed the applicant's hourly rate, plus the cost of the crane rental. I find this consistent with a contract that was based on the cost of time worked plus other fees. Third, the respondent says that the applicant explained that its quote was based on an estimate of 7 or 7.5 hours. I find this supports my conclusion that the

figure of \$2,000 was an estimate and not a fixed price. That said, I find nothing turns on this for reasons discussed below.

15. The parties provide somewhat different accounts of what happened next. The applicant says the following. It started work on November 25, 2022. Over the course of 4 days, its workers accumulated 15 hours of labour. It says it advised the respondent daily about the ongoing cost. It says that after the 4 days, the respondent owed \$3,375 plus GST for labour, plus \$500 for renting a crane from a third party. On December 6, 2022, it asked the respondent for payment. The applicant says the work was incomplete, but it asked for payment because of the size of the balance owing.
16. The respondent denies that the applicant provided daily updates. They say that on December 6, 2022, the applicant's foreperson asked for \$5,000 before the applicant would continue work. The respondent says they were surprised at the cost given the initial estimate or quote.
17. In any event, the parties agree the respondent refused to pay, so the applicant stopped work. The parties also agree the respondent provided a partial payment of \$1,000 to the applicant on December 9, 2022. It was not part of any final settlement agreement.
18. Having discussed the background, I turn to the applicable legal principles. As noted above, the applicant bears the burden of proof. The applicant provided no evidence, so I considered whether the applicant proved their case based on the parties' statements and submissions.
19. Here, I find that the applicant requires evidence to prove its case. The respondent raised issues about the work done and expressed surprise about the number of hours the applicant claimed to have worked. The respondent says that the applicant should have finished its work in about 7 hours, and also left the work unfinished. The respondent did not admit to the amount owing. The applicant provided no documentary evidence about the hours worked or value of the work done. Such evidence might include time sheets, an invoice, statements from any of the applicant's

employees, a crane rental invoice, or copies of any relevant messages exchanged with the respondent.

20. Given the respondent's disagreement on key facts and issues, I find the parties' statements and submissions are insufficient to prove the applicant's claim. For that reason, I find it unproven that the respondent owes any further amounts to the applicant. I dismiss the applicant's claim as unproven.

21. Under section 49 of the CRTA 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 see no reason in this case not to follow that general rule. I dismiss the applicant's claim for reimbursement of CRT fees. The parties did not claim any specific dispute-related expenses.

## **ORDER**

22. I dismiss the applicant's claim and this dispute.

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David Jiang, Tribunal Member