



# Civil Resolution Tribunal

Date Issued: January 19, 2024

File: SC-2022-009633

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Panorama Legal LLP v. Urbanovitch*, 2024 BCCRT 56

B E T W E E N :

PANORAMA LEGAL LLP

**APPLICANT**

A N D :

JO-ANN URBANOVITCH

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Leah Volkers

## INTRODUCTION

1. This dispute is about payment for legal services.
2. The applicant, Panorama Legal LLP (Panorama), says it provided legal services to the respondent, Jo-Ann Urbanovitch<sup>i</sup>, but has not been paid. Panorama claims \$4,266.17 for several unpaid invoices.

3. Jo-Ann Urbanovitch disputes Panorama's claims. They say Panorama's invoices were far in excess of the \$250 it quoted for the legal services, and Panorama was not familiar with the area of law applicable to their legal issue. They say Panorama charged them for unnecessary work and continued to charge them after they asked Panorama to stop doing work.
4. Gurinder Cheema, a lawyer, represents Panorama. Jo-Ann Urbanovitch is self-represented.

## **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.
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.

## ***Limitation Act***

9. Section 6 of the *Limitation Act* says that a claim for debt, such as this one, must be started within 2 years of when it was “discovered”. Section 8 says a claim is discovered on the first day when a person knew, or reasonably ought to have known, that a loss occurred, that it was caused or contributed to by an act or omission of the person against whom a claim could be made, and that a court or tribunal proceeding would be an appropriate way to remedy the loss.
10. Panorama applied to the CRT on December 7, 2022, and so if any of its claims arose before December 7, 2020, those claims are out of time. Panorama submitted 6 invoices in evidence. 2 invoices were dated before December 7, 2020. Given this, I asked the parties to provide submissions on whether any part of Panorama’s claims were out of time under the *Limitation Act*.
11. Panorama says it is only claiming payment for the 4 invoices issued after December 7, 2020, and says the 2 invoices issued before that date have already been paid. Jo-Ann Urbanovitch did not dispute this, and the invoices issued after December 7, 2020 do not include any charges carried over from the invoices issued before December 7, 2020. Given this, I find Panorama’s claim for payment of its outstanding invoices is not out of time under the *Limitation Act*.

## **ISSUE**

12. The issue in this dispute is whether Jo-Ann Urbanovitch must pay Panorama \$4,266.17 for outstanding legal fees?

## **EVIDENCE AND ANALYSIS**

13. As the applicant in this civil proceeding, Panorama must prove its claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties’ submissions and evidence but refer only to what I find necessary to explain my decision.

14. Jo-Ann Urbanovitch agreed to hire Panorama to provide legal services. The terms of the parties' agreement are set out in a retainer agreement Jo-Ann Urbanovitch signed on September 30, 2020. Panorama says it provided legal services pursuant to the signed retainer agreement, but Jo-Ann Urbanovitch has failed to pay its invoices in breach of the retainer agreement.
15. As noted above, the October and November 2020 invoices have already been paid, and Panorama only seeks payment of the outstanding portion of its invoices issued between December 17, 2020 and June 29, 2021, totaling \$4,226.17. The invoices that are the subject of this dispute are:
- a. Invoice #11989 on December 17, 2020, for \$3,026.81,
  - b. Invoice #12120 on January 29, 2021, for \$815.36,
  - c. Invoice #12397 on February 19, 2021, for \$89.60, and
  - d. Invoice #13351 on June 29, 2021, for \$509.60.
16. Jo-Ann Urbanovitch says Panorama provided a \$250 estimate, and charged far in excess of that in its invoices. They say they told Panorama they could not afford the legal services if they were above \$500. For its part, Panorama says it initially estimated \$500 for a demand letter, but says the scope of work broadened with Jo-Ann Urbanovitch's knowledge and approval. It is unnecessary to determine whether the initial estimate was \$250 or \$500, because I find nothing turns on it, or on the \$500 retainer Jo-Ann Urbanovitch undisputedly paid. I say this because under the signed retainer agreement, the parties agreed Panorama would charge fees based on the amount of time Panorama spent on Jo-Ann Urbanovitch's legal matter. It also said the retainer amount is not an estimate of Jo-Ann Urbanovitch's legal expense to any point. So, I find Jo-Ann Urbanovitch agreed to pay for Panorama's legal services based on Panorama's time spent on Jo-Ann Urbanovitch's legal matter, and the parties did not agree to any fixed rate for the legal services provided.

17. Jo-Ann Urbanovitch does not argue that Panorama charged for work that was not completed. Rather, Jo-Ann Urbanovitch raised several other reasons why they say Panorama is not entitled to payment of its outstanding invoices, which I address below.
18. First, Jo-Ann Urbanovitch says their first meeting with one of Panorama's lawyers, Scott Nicoll, was supposed to be a free consultation, but Panorama billed for it. However, the invoices do not show any charges for an initial consultation, so I find this allegation unproven.
19. Next, Jo-Ann Urbanovitch says Panorama had more than 1 lawyer working on their legal matter, which was not approved. Panorama says it informed Jo-Ann Urbanovitch that it would have 2 lawyers working on the file. A junior lawyer to keep costs down, with a senior lawyer stepping in as needed. I prefer Panorama's evidence on this issue because it is consistent with the signed retainer agreement where Jo-Ann agreed to pay for Panorama's lawyers and other employees' time spent on the legal matter. Further, emails and call logs in evidence show Jo-Ann Urbnaovitch was aware more than 1 lawyer would work on their legal matter. So, I find this allegation unproven, and I find Jo-Ann Urbanovitch agreed to pay Panorama's lawyers for their work based on time spent.
20. Next, Jo-Ann Urbanovitch says Panorama was not familiar with the area of law applicable to their legal issue, and billed for work that was unnecessary, both of which drove up costs. They say Panorama asked for documentation that was not needed, and alleges Panorama unnecessarily charged to review that documentation. They also say Panorama asked for punitive damages in a demand letter when Jo-Ann Urbanovitch was not entitled to any. For its part, Panorama says it needed to review the documents in order to understand the context of the claim, and this was explained to Jo-Ann Urbanovitch on several occasions. Panorama also says it is typical practice to include any possible remedies in an initial demand letter. To the extent Jo-Ann Urbanovitch alleges Panorama's legal services were negligent, they have the burden to prove it with expert evidence. Jo-Ann Urbanovitch did not provide any expert

evidence to support their own allegations about the quality and necessity of Panorama's legal services, so I find they have not proven that Panorama's legal services fell below a professional standard or were otherwise negligent in any way.

21. Jo-Ann Urbanovitch also says Panorama billed for further work after they told Panorama to stop all work. For the following reasons, I find this allegation proven and I find Panorama is not entitled to payment for legal fees incurred afterwards.
22. On January 10, 2021, Jo-Ann Urbanovitch emailed Panorama raising concerns about the rising legal fees. In a January 18, 2021 email, Jo-Ann Urbanovitch told Panorama they could not afford more legal fees. In response, one of Panorama's lawyers, Gurleen Randhawa asked to call them, and said Panorama would not bill for the call. Jo-Ann Urbanovitch agreed and reiterated that they would only proceed if Panorama waived the fee. Panorama's own call log from January 19, 2021 indicates that Gurleen Randhawa advised Jo-Ann Urbanovitch that Panorama could try to resolve the legal matter without further charges, and the parties could have a further discussion about cost effective options if a "NOC" was required, which I infer means Notice of Claim. The call log also indicated that Panorama would look at the last invoice and see if it could provide any further discount. Although this is hearsay evidence about what the parties discussed, I accept it because Panorama itself submitted the call logs and did not provide further explanation for what occurred during this call.
23. On January 29, 2021, Jo-Ann Urbanovitch again emailed Panorama asking it to stop all work on their legal matter, as they had previously asked Panorama to do. In response, Panorama told them the parties could work something out. February correspondence between the parties again shows Jo-Ann Urbanovitch repeatedly told Panorama not to proceed with further work if there would be further charges.
24. Panorama did not address this allegation in its submissions, or deny that Jo-Ann Urbanovitch told Panorama to stop doing legal work and incurring any further legal fees. Given the above emails, I find Jo-Ann Urbanovitch did so on January 18, 2021. The evidence does not show that Jo-Ann Urbanovitch agreed to any further charges

after that date, and I find they did not. Further, I find Panorama's own evidence shows it advised Jo-Ann that it would not charge them anything further if the legal matter was settled without a court action. Therefore, I find Panorama is not entitled to payment for any charges on or after January 18, 2021.

25. Apart from the unauthorized fees charged after January 18, 2021, I find none of Jo-Ann Urbanovitch's other allegations proven. As noted, Jo-Ann Urbanovitch does not dispute that the work listed in the invoices was completed, and I find none of the charges appear obviously unreasonable. So, I find Panorama is entitled to payment of its invoices for legal fees and disbursements incurred up until January 18, 2021 without reduction, as follows:

- a. \$2,851.61 for the outstanding balance of its December 17, 2020 invoice,
- b. \$815.36 for its January 29, 2021 invoice, and
- c. \$89.60 for its February 19, 2021 invoice. I note the February 19, 2021 invoice only included 0.9 hours of work before January 18, 2021. After \$330 in voluntary reductions, the invoice totaled just \$89.50, which is less than half of Gurleen Randhawa's \$265 hourly rate. So, I have allowed the \$89.60 charge in full for this invoice.

26. I find Panorama is not entitled to payment of any legal fees or disbursements incurred after January 18, 2021, when Jo-Ann Urbanovitch instructed Panorama not to incur any further legal fees. This means I find Panorama is not entitled to any payment for its June 29, 2021 invoice, which covered legal fees and disbursements incurred between February 8 and May 10, 2021.

27. In summary, I find Jo-Ann Urbanovitch still owes Panorama a total of \$3,756.57 for unpaid legal fees and I order them to pay Panorama this amount.

### ***Interest, CRT fees and expenses***

28. Panorama also claims contractual interest on the \$3,756.57 owing at 12% per year. The signed retainer agreement says invoices are due and payable on receipt, and if

not paid within 30 days, interest will be charged at a 12% annual rate from the date of the invoice. Jo-Ann Urbanovitch does not dispute they agreed to this term in the signed retainer agreement. So, I find Panorama is entitled to contractual interest on the 4 unpaid invoices according to the terms of the retainer agreement. The contractual interest owing on the \$3,756.57 balance of the 3 invoices totals \$1,380.91, broken down as follows:

- a. \$1,058.46 in interest on \$2,851.61 from December 17, 2020,
- b. \$291.08 in interest on \$815.36 from January 29, 2021,
- c. \$31.37 Interest on \$89.60 from February 19, 2021.

29. However, previous BC Provincial Court decisions have found that contractual interest is a substantive contractual claim. See *Telus Services Inc. v. Hussey*, 2016 BCPC 41, and *Canadian Tire Bank v. Konkin*, 2018 BCPC 151. The CRT has followed these decisions in many of its decisions, which are not binding on me but which I find persuasive. The CRT's small claims jurisdiction monetary limit is \$5,000, excluding CRT fees. So, I find I must reduce Panorama's contractual interest award to \$1,243.43 to bring the combined principal and interest total within the CRT's small claims monetary limit.

30. 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. As Panorama was substantially successful, I find it is entitled to reimbursement of \$175 in CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

31. Within 30 days of the date of this order, I order Jo-Ann Urbanovitch to pay Panorama a total of \$5,175, broken down as follows:

- a. \$3,756.57 in debt,



- b. \$1,243.43 in contractual interest, and
- c. \$175 in CRT fees.

32. Panorama is entitled to post-judgment interest, as applicable.

33. 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.

---

Leah Volkers, Tribunal Member

---

<sup>i</sup> The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and forms of address to ensure the CRT respectfully addresses them throughout the process, including in published decisions. Jo-Ann Urbanovitch did not specify their preferred title when asked so I have used their first and last name to address them throughout this decision.