



Civil Resolution Tribunal

Date Issued: February 12, 2024

File: SC-2022-008738

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Friedmann v. Corfield*, 2024 BCCRT 133

B E T W E E N :

JANE ADELE FRIEDMANN

APPLICANT

A N D :

MICHELLE MARI ANNE CORFIELD

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. Jane Adele Friedmann says she provided marketing and public relations services to Michelle Mari Anne Corfield in September 2022 for which she has not been paid. Ms. Friedmann claims \$2,310 from Ms. Corfield for those services.

2. In the Dispute Response, Ms. Corfield says she has not seen any of the work Ms. Friedmann claims for. In her later written argument, Ms. Corfield alleges the work Ms. Friedmann charged for in her September 2022 invoice was never requested. I infer Ms. Corfield argues she owes Ms. Friedmann nothing.
3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. 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). 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.
5. CRTA section 39 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 and an oral hearing is not necessary.
6. 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 a court of law.
7. Where permitted by CRTA section 118, 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.

Preliminary Issue

8. Ms. Corfield did not provide any documentary evidence in this dispute. In her written argument, she provided the names and contact information of various potential witnesses. Parties are told during the CRT's process to submit all relevant evidence, including witness statements. It is not the CRT's role to conduct investigations and I

find it would be disproportionate at this late stage of the proceeding to pause this dispute to arrange for Ms. Corfield to provide evidence from these witnesses, which would also require an opportunity for Ms. Friedmann to respond. Doing so would unreasonably delay this proceeding, bearing in mind the CRT's mandate that includes speed and efficiency. So, I have decided this dispute based on the evidence and argument that is before me.

ISSUE

9. The issue in this dispute is whether Ms. Friedmann is entitled to the claimed \$2,310, or another amount, for services she says she provided to Ms. Corfield in September 2022.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Ms. Friedmann must prove her claims on a balance of probabilities (meaning more likely than not). I have considered all the parties' submitted evidence and argument but refer only to what I find relevant to provide context for my decision. As noted, despite having the opportunity to do so, Ms. Corfield did not provide any documentary evidence in this dispute. Ms. Friedmann also had the opportunity to provide a final reply argument but did not do so.
11. The evidence shows as follows. In June 2019, the parties signed a written contract for Ms. Friedmann to provide Ms. Corfield with design, writing, advertising, marketing, and public relations services on a task-by-task basis. The contract set out Ms. Friedmann's \$60 hourly rate, which included software subscriptions and subcontractor fees.
12. On September 30, 2022, Ms. Friedmann emailed Ms. Corfield her September 30 invoice. In this invoice, Ms. Friedmann charged for various tasks she says she completed in September at her \$60 hourly rate, totaling \$840, plus \$1,500 for the first installment for creating a website for one of Ms. Corfield's companies, Shaman Psychedelics. In total, Ms. Friedmann invoiced Ms. Corfield \$2,340 for the September

tasks. I note this amount is \$30 less than what Ms. Friedmann claims in the Dispute Notice. Ms. Friedmann has not explained this discrepancy. However, nothing turns on this given my findings below.

13. It is undisputed that Ms. Corfield has not made any payments towards Ms. Friedmann's September 2022 invoice. Ms. Corfield alleges that she did not ask Ms. Friedmann to do any of the work she charged for in this invoice. Ms. Corfield says that Ms. Friedmann's August invoice, which has been paid, should have been her last invoice as no further work needed to be done. Ms. Friedmann, on the other hand, says that there were various odds and ends tasks that she completed for Ms. Corfield in September 2022 that she should be paid for.
14. For the reasons that follow, I find it more likely than not that Ms. Friedmann continued to provide services for Ms. Corfield in September 2022 at Ms. Corfield's request. First, there are emails from September 1 that show Ms. Friedmann contacted UPS to file a claim on Ms. Corfield's behalf about a lost package. Ms. Friedmann informed Ms. Corfield about this by email on the same day. Next, in a September 12 email, Ms. Friedmann emailed Ms. Corfield and her team a link to new logos that I infer Ms. Friedmann had designed. Ms. Corfield responded to this email on September 14, noting that the logos looked great. Later, on September 16, Ms. Friedmann sent Ms. Corfield a link to a catalogue for Ms. Corfield's company, Red Crow, and asked if Ms. Corfield needed her to add prices or share news about the company on Instagram.
15. If Ms. Corfield had told Ms. Friedmann that she no longer required her services after August 2022, I would expect Ms. Corfield to respond to Ms. Friedmann questioning why she was still doing work for her. Since there is no evidence that Ms. Corfield did so, I find it likely that Ms. Friedmann completed the above work for Ms. Corfield at her request. I note that there are various other tasks that Ms. Friedmann charged for in her September 2022 invoice at her \$60 hourly rate that she did not provide evidence to show were completed. However, on October 3, after Ms. Friedmann sent Ms. Corfield her September invoice, Ms. Corfield took issue with only Ms. Friedmann's charge relating to her work done on Shaman Psychedelics' website. In particular, Ms.

Corfield said that she would not be moving forward with the website and that she would “take care of this bill once adjusted”. Based on this email, and the fact that Ms. Corfield did not raise a problem about the other tasks Ms. Friedmann charged for in any of her later emails, I find it more likely than not that Ms. Friedmann completed all of the tasks she invoiced Ms. Corfield for at her \$60 hourly rate. So, I find Ms. Friedmann is entitled to the \$840 she charged for those tasks.

16. This leaves the \$1,500 charge for Ms. Friedmann’s work creating Shaman Psychedelics’ website. In response to Ms. Corfield’s October 3 email mentioned above, on October 5, Ms. Friedmann responded that Ms. Corfield’s team had told her that Ms. Corfield wanted the website up “straight away”, so she set it up, did “a bunch of work on it”, including sending mood boards. Ms. Friedmann said that if Ms. Corfield wanted to pause for phase 2, she still needed to be paid for phase 1. Ms. Corfield responded the same day that she was not sure what Ms. Friedmann had done to charge \$1,500.
17. Based on the above exchange, I am satisfied that Ms. Friedmann likely did some work to set up the Shaman Psychedelic website for Ms. Corfield at her request. The difficulty, however, is that the evidence does not show that Ms. Corfield agreed to pay Ms. Friedmann \$1,500 for this work. The parties’ contract only contained a \$60 hourly rate. The evidence shows that in an earlier invoice, Ms. Friedmann charged Ms. Corfield a \$1,500 installment payment for creating a different website. However, I am not satisfied that the parties had the same agreement for Shaman Psychedelics’ website.
18. As the evidence does not show that the parties agreed otherwise, I find Ms. Friedmann was entitled to charge Ms. Corfield for her work on the website based on her \$60 hourly rate set out in the parties’ contract. There is limited evidence about exactly what was done, or how much time Ms. Friedmann spent doing this work. Based on the evidence before me, I find Ms. Friedmann is entitled to compensation for 3 hours of time spent working on Shaman Psychedelics’ website. At Ms. Friedmann’s \$60 hourly rate, this equals \$180.

19. In total, I find Ms. Corfield owes Ms. Friedmann \$1,020 for the work Ms. Friedmann completed for her in September 2022.
20. Ms. Corfield argues that she has also been unable to access work Ms. Friedmann completed and charged for in prior invoices. To the extent Ms. Corfield seeks to set off any amounts she paid for that previous work against the \$1,020 I have found she owes for the September 2022 work, I find she has not proven she is entitled to any set off. The evidence shows Ms. Friedmann sent Ms. Corfield the disputed work by Google Drive. Ms. Corfield says her preferred method to receive files is Dropbox. However, I find it unproven that Ms. Corfield and her team were unable to access the files Ms. Friedmann provided by Google Drive. So, I order Ms. Corfield to pay Ms. Friedmann \$1,020.
21. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Friedmann is entitled to pre-judgment interest on the \$1,020 from September 30, 2022, the date of the invoice, to the date of this decision. This equals \$58.63.
22. 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. Since Ms. Friedmann was partially successful, I find she is entitled to \$62.50 for half her paid CRT fees. Neither party claims any dispute-related expenses, so I award none.

ORDERS

23. Within 30 days of the date of this decision, I order Ms. Corfield to pay Ms. Friedmann a total of \$1,141.13, broken down as follows:
 - a. \$1,020 in debt for the unpaid invoice,
 - b. \$58.63 in pre-judgment interest under the COIA, and
 - c. \$62.50 in CRT fees.
24. Ms. Friedmann is entitled to post-judgment interest, as applicable.

25. 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.

Nav Shukla, Tribunal Member