



# Civil Resolution Tribunal

Date Issued: April 10, 2024

File: SC-2023-004834

Type: Small Claims

## Civil Resolution Tribunal

Indexed as: *Huen (dba Inspired Learning Consulting) v. Liang*, 2024 BCCRT 346

### B E T W E E N :

LONG YAN HUEN (Doing Business As INSPIRED LEARNING  
CONSULTING)

**APPLICANT**

### A N D :

YONGXIN LIANG

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. The applicant, Long Yan Huen, does business as Inspired Learning Consulting. She provided the respondent, Yongxin Liang, with behavioural consultation and intervention services for the respondent's family member.

2. The applicant claims the unpaid balance of her invoices for the last billing year, which ran from February 2022 to January 2023. In the Dispute Notice, the applicant claimed \$947.42, but in submissions she reduced her claim to \$860.42.
3. The respondent says the applicant did not have permission to continue invoicing for services after a \$6,000 government grant ran out. The respondent also says there are errors in the applicant's invoices. The respondent says they owe the applicant nothing.
4. Each party is self-represented.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says 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. In some respects, the parties in this dispute call into question each other's credibility. Credibility of witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required where credibility is in issue. In the circumstances of this dispute, I find that I am able to assess and weigh the evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and prompt resolution of disputes, I decided to hear this dispute through written submissions.
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 court.

## **ISSUES**

8. The issues in this dispute are:
  - a. Was the applicant entitled to invoice for services after the \$6,000 grant funding was used up?
  - b. If so, what amount is the applicant entitled to?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. The applicant provides behaviour consultation and intervention services through Inspired Learning Consulting as a sole proprietor. The applicant is a clinical supervisor and behaviour analyst. She also handles invoicing.
11. Families who choose to work with the applicant pay for the services through a combination of private funds, government grants, and non-profit organization grants. The applicant has worked with the respondent and their family member since 2018. The respondent's family member received an annual government grant that renewed each February. The respondent had \$6,000 in grant money to use between February 2022 and January 2023. None of this is disputed.
12. What is disputed is whether the applicant can charge the respondent for additional services that exceeded the \$6,000 grant amount, and what invoiced services were actually provided.
13. The first question is a matter of contractual interpretation. The respondent points to their 2021 "request to pay service providers", which is a BC government form. The form said for February 2022 to January 2023 the respondent authorized \$6,000 in payments to the applicant for both behaviour consultation at \$60-120 per hour and behaviour intervention at \$30 per hour.

14. The applicant points to the client service agreement the parties signed in 2018. It indicated similar hourly rates. It said the respondent will pay the applicant's monthly invoices in full within 10 business days of receipt. I find this obligation to pay for the services provided was independent of the respondent's receipt of a government grant. While I accept that the parties normally worked together to try to remain within the respondent's budget, I find nothing in the parties' contract limited the applicant to only providing services that would be fully covered by the grant. I find the respondent is required to pay any validly invoiced amounts that exceed \$6,000.

### ***Services provided and invoiced***

15. I turn to the disputed invoices. In brief, the applicant says in December 2022 the \$6,000 in grant funding ran out. She says there is a balance of \$410.82 for December 2022. January 2023's invoice indicated this outstanding balance plus \$660 for January, for a total of \$1,070.82. The applicant later revised the January 2023 invoice to \$860.42, which is what the applicant claims here.
16. That said, I do not rely on those calculations. I find the applicant's invoices up to and including December 2022 total \$5,968.02. So, it appears the grant should have fully covered the December 2022 invoice. The applicant does not provide any record of the grant payments or explain how \$410.82 remained unpaid in December. So, in my calculations below I apply the grant to the first \$6,000 invoiced.
17. The respondent says the legitimately invoiced amount for the entire period, including January 2023, is \$5,837.22, which is under the \$6,000 grant amount the applicant was paid. So, the respondent says they owe nothing.
18. I have reviewed the monthly invoices and the parties' submissions and evidence. I will briefly explain my findings here and then summarize them in a table below.
19. For the months of February, April, July, August and December 2022, the parties agree that Ms. Huen billed correctly, so I will not address those invoices.

20. For May and September 2022, the applicant acknowledges some minor, accidental overbilling, which I have accounted for below. Contrary to the respondent's assertions, I find there is no evidence of additional overbilling in September.
21. For March 2022, I accept the respondent's text message evidence that due to illness they cancelled the March 19 session with 1 week's notice, so I have deducted 2 hours from the March invoice.
22. For June 2022, it is undisputed that the behaviour interventionist, CS, was sick on June 18, 20 and 25 (2 hours each day). The applicant says these sessions were rescheduled to July 5, 12, and 26, but invoiced in June. The respondent denies that the sessions were rescheduled. The applicant relies on what she says is CS's Google Maps location history for those days, indicating CS attended at the respondent's home. The respondent points to a July 25 text message from CS stating that they cannot attend July 26. Based on the text message, I find that the respondent agreed to reschedule the 3 June sessions to July, because CS was not originally scheduled to attend on July 26. As there are no messages about missing July 5 and 12, I find on balance that CS attended on those days. So I deduct 2 hours for the June 25 session that was not made up in July.
23. I also find there is no record of any session on June 9, despite the applicant billing 2 hours that day. So, I deduct 4 hours from June's invoice for June 9
24. For October 2022, November 2022 and January 2023, the applicant charged 1 hour for meetings that sometimes were shorter than 1 hour. The applicant's revised calculations only charge for the actual meeting time. I accept those calculations.
25. It is undisputed that at some point CS resigned and a new behaviour interventionist, SC, took over. It is also undisputed that the respondent agreed to pay the hourly rate for both interventionists during the sessions where they both attended in December 2022. The only dispute is whether SC attended on one day in November. Based on the records, I find SC did not attend in November, so I reduce November's invoice by 2 hours.

26. For January 2023, the applicant concedes overbilling 2 hours for January 26. I accept the applicant's position that because the respondent undisputedly cancelled the January 30 session with less than 24 hours' notice, they are responsible to pay for the full 2 hours.
27. With that explanation set out, a summary table of both parties' positions and my findings follows:

Invoice Date	Original Invoice	Applicant Revised Claim	Respondent's position	My Finding
Feb-22	\$180.60	\$180.60	\$180.60	\$180.60
Mar-22	\$317.52	\$317.52	\$257.52	\$257.52
Apr-22	\$386.10	\$386.10	\$386.10	\$386.10
May-22	\$572.70	\$512.70	\$512.70	\$512.70
Jun-22	\$614.40	\$614.40	\$374.40	\$494.40
Jul-22	\$597.60	\$597.60	\$597.60	\$597.60
Aug-22	\$687.90	\$687.90	\$687.90	\$687.90
Sep-22	\$537.00	\$498.60	\$438.60	\$498.60
Oct-22	\$669.30	\$639.30	\$603.30	\$639.30
Nov-22	\$667.80	\$609.80	\$525.00	\$549.80
Dec-22	\$737.10	\$737.10	\$737.10	\$737.10
Jan-23	\$660.00	\$636.00	\$536.40	\$636.00
Total	\$6,628.02	\$6,417.62	\$5,837.22	\$6,177.62

28. I find the applicant provided \$6,177.62 in services. As the grant undisputedly covered \$6,000 in services, I find the respondent must pay the applicant the \$177.62 difference.
29. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$177.62 from February 1, 2023, to the date of this decision. This equals \$10.24.

30. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. The applicant was partially successful, so I find she is entitled to reimbursement of \$62.50 for half her paid \$125 in CRT fees. The applicant did not claim dispute-related expenses.
31. The respondent claimed \$84 for certified translation of text messages, which they supported with an invoice. The translated text messages were relevant and the respondent was partially successful. I therefore set off \$42 for half the cost of the translation against the \$62.50 in CRT fees. I find the respondent must pay \$20.50.

## **ORDERS**

32. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$208.36, broken down as follows:
- a. \$177.62 in debt,
  - b. \$10.24 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$20.50 for \$62.50 in CRT fees minus \$42 in dispute-related expenses.
33. The applicant is entitled to post-judgment interest, as applicable.
34. This is a validated decision and order. 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.

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Micah Carmody, Tribunal Member