



Civil Resolution Tribunal

Date Issued: April 17, 2024

File: SC-2023-004372

Type: Small Claims

Civil Resolution Tribunal

Indexed as: 9305076 *Canada Ltd. v. Spencer*, 2024 BCCRT 365

B E T W E E N :

9305076 CANADA LTD.

APPLICANT

A N D :

DOUGLAS SPENCER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about payment for landscaping services.
2. The applicant, 9305076 Canada Ltd. (930) says the respondent, Douglas Spencer, failed to pay for landscaping work. 930 requests an order that Mr. Spencer pay \$191.10.

3. Mr. Spencer says 930 did not do the promised lawn care work, so he cancelled the service and did it himself. He says 930's employee later came and did the work, after it was no longer wanted or needed. Mr. Spencer says he owes the applicant nothing.
4. Mr. Spencer is self-represented in this dispute. 930 is represented by an employee or principal.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims 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.
6. 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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
7. 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 court.

ISSUE

8. Is 930 entitled to payment of \$191.10 for landscaping services?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, 930, as the applicant, must prove its claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.

10. 930 provided limited evidence and submissions in this dispute. It says its employee completed work on Mr. Spencer's lawn on May 27, 2022. According to 930's invoice, the work included lawn aeration, lime application, fertilization, and moss spray.
11. Mr. Spencer says he initially hired 930 to aerate and fertilize his lawn around April 7, 2022. He says he called 930 on April 28, 2022, to find out why the work had not been done yet. Mr. Spencer says an employee told him the work would be done soon. Mr. Spencer said he called 930 again on May 10, 2022 and cancelled 930's, since no work had been done. Mr. Spencer says he spoke to a "female employee with an accent." He says he told her he lost confidence in 930 after waiting over a month, and that he would do the work himself. Mr. Spencer says he then removed the weeds from his own lawn, then mowed, re-seeded, and fertilized it.
12. Mr. Spencer says that on May 27, 2022, he saw a man working in his yard, but when he went outside to speak with him, he was gone. He says he found a card in his mailbox showing that 930 had aerated, fertilized, and applied lime and moss spray.
13. 930 did not specifically dispute or contradict Mr. Spencer's assertion that he cancelled its services on May 10, 2022. 930 provided no statement from any employee, and did not dispute Mr. Spencer's provided phone records, which show he called 930 as alleged. 930 also did not explain why it took almost 2 months to perform the requested work.
14. Based on the evidence before me, I accept that Mr. Spencer cancelled 930's services on May 10, 2022. So, I find he is not required to pay for those services.
15. I note that the evidence shows that Mr. Spencer received an email from 930 on May 26, 2022, reminding him that it would provide lawn services the next day. However, I find it was reasonable for Mr. Spencer to ignore that message, for 2 reasons. First, as discussed, he had already called to cancel 930's services. Second, 930 sent identical reminder emails on May 3, 2022 and May 24, 2022, but did not visit his property or provide any service following those reminders.

16. I have also considered whether 930 is entitled to any payment on a *quantum meruit* basis, meaning value for work performed. However, I find it is not. First, 930 did not contradict Mr. Spencer's evidence that he had done the work himself, and no longer needed lawn services. Second, I find it is unreasonable to do work that a customer has specifically cancelled, then expect payment. Third, 930 provided no evidence about how long the work took, or what the materials cost.
17. For all these reasons, I find 930 is not entitled to any payment. I dismiss its claim.
18. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As 930 was unsuccessful, I dismiss its claim for reimbursement of CRT fees. Mr. Spencer is the successful party. He paid no CRT fees and claims no dispute-related expenses, so I award no reimbursement.

ORDER

24. I dismiss 930's claim and this dispute.

Kate Campbell, Tribunal Member