



# Civil Resolution Tribunal

Date Issued: July 5, 2024

Files: SC-2023-003984  
and SC-CC-2023-012804

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brown (dba Sutherland Bookkeeping) v. Okeover Services Ltd.*,

2024 BCCRT 639

B E T W E E N :

MAEGAN ANDREA BROWN (Doing Business As Sutherland  
Bookkeeping)

**APPLICANT**

A N D :

OKEOVER SERVICES LTD.

**RESPONDENT**

A N D :

MAEGAN ANDREA BROWN (Doing Business As Sutherland  
Bookkeeping)

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Sarah Orr

## INTRODUCTION

1. This is a dispute about bookkeeping services. This decision relates to two linked disputes, SC-2023-003984 and SC-CC-2023-012804, that I find are a claim and counterclaim involving the same parties and related issues. So, I have issued one decision for both disputes.
2. From December 2022 until March 2023, Maegan Andrea Brown (doing business as Sutherland Bookkeeping) provided bookkeeping and administrative services to Okeover Services Ltd. Ms. Brown claims \$1,252.50 for an unpaid invoice for services she provided in March 2023.
3. Okeover says Ms. Brown deleted bookkeeping entries to create work for herself and generally overcharged for her services in March 2023, so it is not required to pay the outstanding invoice. Okeover also counterclaims \$2,310 as a refund for the amount it says Ms. Brown overcharged for her services in January and February 2023.
4. Ms. Brown denies overcharging Okeover and says she does not owe it anything.
5. Ms. Brown is self-represented, and Okeover is represented by its owner.

## JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. 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.
10. Though neither party raised it, I considered whether Ms. Brown was an employee of Okeover, and whether the *Employment Standard Act* (ESA) applies to her claim. The Employment Standards Branch has exclusive jurisdiction over entitlements under the ESA. However, I find the parties' evidence and submissions show that Ms. Brown referred to Okeover as her client, billed by the hour, and invoiced monthly. I find the emails in evidence show she generally controlled her own work hours and was willing to take on other clients at the same time she was working for Okeover. On the evidence before me I am satisfied that Ms. Brown worked for Okeover as an independent contractor, not an employee, and so the CRT has jurisdiction to decide this dispute on its merits.
11. In her final reply submissions Ms. Brown alleges that Okeover failed to follow CRT rule 8.1. That rule requires a party to submit all evidence in their possession that is relevant to the dispute, even if it does not support their position. Ms. Brown says Okeover failed to submit an email in which it asked her to update some accounts from 2022, records showing the work orders she prepared, and QuickBooks records for the entire month of March 2023. She says these documents support her position, but she no longer has access to them. However, since Ms. Brown did not raise this allegation until her reply submissions, Okeover did not have an opportunity to it. CRTA section 34 permits me to order Okeover to produce those documents.

However, given my findings below, I find nothing turns on the absence of this evidence, and so I decline to address this issue further.

## **ISSUES**

12. The issues in this dispute are:

- a. Is Ms. Brown entitled to \$1,252.50 for the unpaid invoice?
- b. Is Okeover entitled to a refund of \$2,310?

## **EVIDENCE AND ANALYSIS**

13. As the applicant in this civil proceeding, Ms. Brown must prove her claims on a balance of probabilities, which means more likely than not. Likewise, Okeover must prove its counterclaim to the same standard. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.

14. In December 2022, Okeover agreed to pay Ms. Brown \$25 per hour for her bookkeeping services. Ms. Brown worked for Okeover from December 10, 2022 to March 21, 2023, and invoiced monthly for her services. Okeover paid all of Ms. Brown's invoices except the last one, which I address below.

### ***Is Ms. Brown entitled to \$1,252.50 for the unpaid invoice?***

15. On March 27, 2023, Ms. Brown invoiced Okeover \$1,252.50 for the bookkeeping services she provided between March 1 and 21, 2023, with payment due the same day. Okeover refuses to pay this invoice for several reasons, which I address below.

16. First, Okeover says that on March 3, 2023 Ms. Brown undid over 400 actions in its QuickBooks software that were originally completed by its more experienced bookkeeper. It says Ms. Brown did this to create work for herself. Okeover submitted its QuickBooks records from that date showing Ms. Brown made many deletions and entries for "unmatched" expenses and transfers. Ms. Brown denies this allegation.

She says that based on instructions she received from Okeover's owner, she was attempting to reconcile some of the accounts payable and accounts receivable entries from previous years. I find Ms. Brown's description of her work in the invoice is consistent with this explanation. I also find it is consistent with the other documentary evidence before me. Without expert evidence to establish that Ms. Brown's actions on March 3, 2023 fell below the required standard, I find Okeover has failed to prove that Ms. Brown intentionally deleted another bookkeeper's work to create work for herself.

17. Okeover also says it never agreed to pay Ms. Brown overtime. Ms. Brown denies this. She says that on December 13, 2022, Okeover's owner asked her to complete some work after 6:00 p.m. She says she asked if he generally approved her to work overtime at an hourly rate of \$37.50, and he confirmed he did.
18. For the following reasons, I prefer Ms. Brown's evidence on this point. The evidence shows that Okeover paid Ms. Brown for all overtime hours she worked between December 2022 and February 2023 without question. Although in its counterclaim Okeover says Ms. Brown overcharged it for January and February, it does not allege in its counterclaim that Ms. Brown was not permitted to work overtime in those months. So, I find that by paying Ms. Brown overtime between December and February, Okeover implicitly agreed to pay her overtime in March 2023.
19. Okeover also says Ms. Brown increased her hourly rate retroactively without notice. Ms. Brown disagrees. On February 1, 2023, Ms. Brown emailed Okeover stating that as of that date she was increasing her hourly rate to \$30. She says before sending this email, Okeover's owner verbally agreed to her increased hourly rate. There is no evidence that Okeover responded to Ms. Brown's February 1, 2023 email or otherwise disputed her increased fees. It also paid her \$30 per hour for her services in February. Again, although Okeover alleges in its counterclaim that Ms. Brown overcharged it for January and February, it does not argue entitlement to a refund based on Ms. Brown's increased hourly rate. On the evidence before me, I am satisfied that Ms. Brown notified Okeover of her increased hourly rate before

providing services at that rate. By paying her invoice for February, I find Okeover implicitly agreed to pay her at the increased rate.

20. Overall, I find Okeover has failed to establish any valid reason for not paying Ms. Brown's March 27, 2023 invoice. So, I find Okeover must pay Ms. Brown \$1,252.50 for the invoice, subject to any setoff for its counterclaim, which I address below.

***Is Okeover entitled to a refund of \$2,310?***

21. On February 1, 2023, Ms. Brown invoiced Okeover \$4,525 for the services she provided in January 2023. On March 1, 2023, Ms. Brown invoiced Okeover \$2,662.50 for the services she provided in February 2023. Okeover paid these invoices but now says Ms. Brown overcharged it by a total of \$2,310 in January and February. Okeover seeks a refund of this amount for the reasons explained below.
22. First, Okeover says almost all of Ms. Brown's work, including invoicing, billing, and day-to-day accounting, required her to use its QuickBooks software, which tracks its user's activities. Okeover says Ms. Brown's only duty outside of QuickBooks was to handle its emails, which it says should have taken her one hour per week. Okeover submitted evidence showing the time Ms. Brown spent in QuickBooks in January and February 2023. It says that for January 2023, Ms. Brown billed for 101 hours not spent in QuickBooks, and for February 2023, Ms. Brown billed for 18.5 hours not spent in QuickBooks, which totals \$3,080. Okeover reduced this amount by 25% to account for Ms. Brown's time spent on emails, leaving a total of \$2,310, which it says is the amount she overcharged for January and February 2023.
23. Ms. Brown provided a long list of tasks she says she was required to complete in January and February 2023 outside of QuickBooks, most of which Okeover does not dispute. I find the emails and text messages in evidence show that Ms. Brown completed many tasks outside of QuickBooks, and that she dealt with many paper documents that do not appear to have been in QuickBooks. Okeover says it has already accounted for the time Ms. Brown spent on these tasks by reducing the alleged overcharges by 25%. I disagree. In its initial submissions Okeover says the

25% reduction accounted only for emails, but in its reply submissions it says this 25% reduction accounted for the many other tasks Ms. Brown undisputedly completed outside of QuickBooks. I also find Okeover's 25% reduction is arbitrary and not based on any expert or other evidence.

24. I find that based on the description of Ms. Brown's tasks and the documentary evidence before me, Okeover has failed to establish that the 119.5 hours she spent on non-QuickBooks tasks in January and February 2023 was unreasonable. I find Okeover has failed to prove that Ms. Brown overcharged it based on her time spent on tasks outside of QuickBooks.
25. Okeover also says Ms. Brown's charges were unreasonable compared to its current bookkeeper. It submitted a statement from that bookkeeper who said they work an average of 15-25 hours per month for Okeover. They said they typically spend 5 hours per week creating invoices, 1 hour per week monitoring emails, 1 hour per week managing receipts for business purchases, and 30 minutes twice per month for payroll generation.
26. Ms. Brown disagrees. She says Okeover initially hired her after what it described in its Dispute Response as a "period of extreme disorganization". She says the initial workload was significant as she was helping the company reconcile its books for the previous few years on top of day-to-day bookkeeping tasks. Ms. Brown says that once the previous years' bookkeeping was up to date, the daily bookkeeping would have required significantly less work.
27. Okeover denies this. It says it hired Ms. Brown only to complete day-to-day bookkeeping services, while it had a more experienced bookkeeper to reconcile its books for 2021 and 2022. Even if that was the initial arrangement, I find the evidence generally supports Ms. Brown's version of events. The many text messages and emails in evidence show that Ms. Brown was assisting with reconciling previous years' bookkeeping and generally helping Okeover organize its bookkeeping systems. So, I find Okeover's evidence of its current bookkeeper's hours is unhelpful in determining whether Ms. Brown's invoices for January and February 2023 were

reasonable. Without expert evidence to the contrary, I find Okeover has failed to establish that the hours Ms. Brown billed in January and February were unreasonable for the scope of tasks she performed.

28. Okeover also says Ms. Brown took advantage of its owner's inexperience with running a business and sent her invoices only to him without copying his business advisors. Ms. Brown says she was never instructed to send her invoices to anyone other than Okeover's owner, but she would have cooperated if she was instructed to do so. Without more, I find Okeover has failed to prove this allegation.
29. In conclusion, I find Okeover has failed to establish that Ms. Brown overcharged for her services in January and February 2023. I dismiss Okeover's counterclaim. I find Okeover is required to pay Ms. Brown \$1,252.50 for the outstanding March 27, 2023 invoice.
30. The *Court Order Interest Act* applies to the CRT. Ms. Brown is entitled to pre-judgment interest on the \$1,252.50 owing calculated from March 27, 2023, which is the invoice due date, to the date of this decision. This equals \$79.24.
31. 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. Ms. Brown was successful, but she did not pay any CRT fees. Since Okeover was unsuccessful in its counterclaim, I find it is not entitled to reimbursement of its CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

32. Within 14 days of the date of this order, I order Okeover to pay Ms. Brown a total of \$1,331.74, broken down as follows:
  - a. \$1,252.50 as payment for the invoice, and
  - b. \$79.24 in pre-judgment interest under the *Court Order Interest Act*.



33. Ms. Brown is entitled to post-judgment interest, as applicable.

34. I dismiss Okeover's counterclaim.

35. 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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Sarah Orr, Tribunal Member