



Civil Resolution Tribunal

Date Issued: July 12, 2024

File: SC-2023-005097

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lucier (dba WC Concrete) v. TMV Enterprises Inc.*, 2024 BCCRT 671

B E T W E E N :

DAN JOSEPH LUCIER, Doing Business As WC CONCRETE

APPLICANT

A N D :

TMV ENTERPRISES INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about an unpaid invoice.

2. The applicant, Dan Joseph Lucier, doing business as WC Concrete, says TMV Enterprises Inc. (TMV) hired him to do concrete work. He says TMV failed to pay one of its \$2,100 invoices and claims that amount. TMV says it paid the invoice.
3. Mr. Lucier is represented by its bookkeeper. TMV is represented by its general manager.

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). 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.
5. The 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.
6. 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.
7. 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.

ISSUE

8. The issue in this dispute is whether TMV has paid Mr. Lucier's invoice.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Lucier must prove its claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
10. The parties agree:
 - a. TMV hired Mr. Lucier to provide concrete services.
 - b. On June 15, 2022, Mr. Lucier issued invoice #765 for \$2,100 to TMV.
11. Mr. Lucier provided a copy of invoice 765. Mr. Lucier says TMV has not paid invoice 765. TMV does not dispute it was responsible to pay the invoice.
12. Mr. Lucier also provided a copy of invoice 758 dated July 6, 2022, also for \$2,100. This invoice is marked PAID. TMV does not dispute it received both invoices.
13. TMV says it paid invoice 765 by e-transfer on July 7, 2022. TMV provided a copy of invoice 765 with an attached e-transfer confirmation dated July 7, 2022. The message on the e-transfer confirmation is "765". Mr. Lucier does not dispute he received this payment.
14. Mr. Lucier argues that TMV paid invoice 758, and mistakenly recorded it as invoice 765. TMV says invoice 758 was not part of this dispute and they will provide information about invoice 758 only if Mr. Lucier starts a new CRT dispute. I note that TMV has consistently argued that it already paid invoice 765, but Mr. Lucier chose not to amend his Dispute Notice. Instead, he has explicitly limited his claim to payment for invoice 765, not for an outstanding amount based on both invoices.
15. As noted above, Mr. Lucier must prove its claim. Based on the evidence, Mr. Lucier sent TMV two invoices for \$2,100. TMV paid Mr. Lucier \$2,100 with the clear statement in the e-transfer it was for invoice 765. Mr. Lucier accepted that payment

and assigned the payment to invoice 758. I find it is more likely than not that TMV paid invoice 765.

16. I find that Mr. Lucier has not proved that TMV did not pay invoice 765. I dismiss Mr. Lucier's claim.

Fees and Dispute-related Expenses

17. 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. As Mr. Lucier was not successful, I do not order reimbursement of the tribunal fees.

18. Neither party claimed dispute-related expenses.

ORDER

19. I dismiss the applicant's claim and this dispute.

Deanna Rivers, Tribunal Member