



Civil Resolution Tribunal

Date Issued: August 28, 2024

File: SC-2023-002241

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ilagan v. Jani-King Cleaning Services Ltd., 418183 B.C. Ltd., and Top Quality Janitorial Service Inc.*, 2024 BCCRT 839

B E T W E E N :

FREDERICK BROZO ILAGAN

APPLICANT

A N D :

JANI-KING CLEANING SERVICES LTD., 418183 B.C. LTD., and TOP
QUALITY JANITORIAL SERVICE INC.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. Frederick Brozo Ilagan says the respondent, Jani-King Cleaning Services Ltd. (Jani-King), owes him \$2,700 for cleaning services he provided in January 2023. Mr. Ilagan also seeks \$1,200 for winter tires he says he invested in to drive to various places for

cleaning jobs. Mr. Ilagan does not explain why he named the other respondents, 418183 B.C. Ltd. (418) and Top Quality Janitorial Service Inc. (Top Quality).

2. 418 says Mr. Ilagan named the wrong parties in this dispute. The Dispute Response issued at the start of this proceeding was in 418's name. However, in the Dispute Response, 418 denies that Jani-King owes Mr. Ilagan any money because it says Jani-King was not Mr. Ilagan's employer.
3. Top Quality did not file a Dispute Response. So, Top Quality is technically in default, which I address further below.
4. Mr. Ilagan is self-represented. One of 418's directors represents 418 and Jani-King.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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. These are the CRT's formal written reasons.
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. Some of the evidence in this dispute amounts to a "he said, they said" scenario, with the parties calling into question each other's credibility, or truthfulness. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required even where credibility is in issue. It depends on what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions. Here, none of the parties requested an oral hearing, and I find that cross-examination is unlikely to assist in deciding this dispute. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary in the interests of justice. I have decided this dispute on the limited evidence before me.

7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUE

8. The issue in this dispute is whether any of the respondents owe Mr. Ilagan \$3,900 for unpaid cleaning services and winter tires.

EVIDENCE AND ANALYSIS

9. As the applicant in a civil proceeding, Mr. Ilagan must prove his claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision. Mr. Ilagan did not provide documentary evidence, nor did he provide final reply submissions, despite being given the chance to do so.
10. Mr. Ilagan's submissions are brief. He says Jani-King did not pay for cleaning services it hired Mr. Ilagan to perform at three locations in January 2023. Mr. Ilagan also says Jani-King did not give him sufficient notice when it terminated the cleaning contract on the last day of the month. Lastly, he says Jani-King must reimburse him for his winter tires.
11. As noted above, in its Dispute Response, 418 says Jani-King was not Mr. Ilagan's employer, so Jani-King does not owe him anything. Also, in its written submissions, 418 says "at no point have **we** ever employed this person as a regular employee nor a sub contractor" (reproduced as written, except my bold emphasis). From this, I infer that Jani-King intended to participate in this dispute by relying on 418's Dispute Response and written submissions. I am satisfied Mr. Ilagan had notice of Jani-King's response to their claims, and a chance to reply to them. So, I find Jani-King is not in default.

12. In contrast, I find Top Quality is in default. Generally, liability is assumed where a party is in default. Here, however, I decline to assume liability, as explained further below. Even if I were to assume liability, Mr. Ilagan must still prove his damages, which he has not done here.
13. Mr. Ilagan says Jani-King did not pay him for cleaning services he provided in January 2023. However, Mr. Ilagan has not shown he cleaned for Jani-King on the specified occasions, or at all. Nor did Mr. Ilagan provide documentary evidence, such as a pay stub, showing Jani-King was his employer, or evidence of a cleaning services contract with Jani-King. Without any documentary evidence to support his claim for damages, and since Jani-King denies it, I find it unproven.
14. Next, Mr. Ilagan says Jani-King did not give him enough notice before terminating “the contract on the last day of the month”. Again, there is no documentary evidence of a contract. Even if there were such evidence, Mr. Ilagan did not claim a remedy for this allegation, so I would not have considered it further in any case.
15. Finally, Mr. Ilagan claims \$1,200 for winter tires he says he bought so he could travel to different cleaning job locations in winter weather. However, there is no evidence Jani-King agreed to reimburse Mr. Ilagan for his winter tires, or that Mr. Ilagan even bought winter tires.
16. For all of these reasons, I find Mr. Ilagan’s claim against Jani-King unproven, and I dismiss it.
17. I turn to Mr. Ilagan’s claim against 418 and Top Quality. Mr. Ilagan provides no explanation for why he has named these respondents. There is no evidence of any employment or other relationship between them that would make 418 or Top Quality responsible for Mr. Ilagan’s allegedly unpaid services. There is also no evidence 418 or Top Quality agreed to pay for Mr. Ilagan’s winter tires. And again, there is no evidence Mr. Ilagan performed any cleaning services at all or bought winter tires. Since Mr. Ilagan has advanced no basis for a legal claim against these two respondents, I dismiss his claims.

18. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Ilagan was unsuccessful, so I dismiss his claim for CRT fees. The respondents were successful, but did not pay any fees. None of the parties claimed dispute-related expenses, so I award none.

ORDER

19. I dismiss Mr. Ilagan's claims and this dispute.

Megan Stewart, Tribunal Member