



Civil Resolution Tribunal

Date Issued: December 19, 2024

File: SC-2023-007817

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bedard v. McCagherty (dba The Beast BBQ Smoke Shack)*, 2024 BCCRT
1294

B E T W E E N :

PAUL RANDALL BEDARD

APPLICANT

A N D :

JASON MCCAGHERTY (Doing Business As THE BEAST BBQ SMOKE
SHACK)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about commercial rent. The applicant, Paul Randall Bedard, says the respondent, Jason McCagherty¹ (doing business as The Beast BBQ Smoke Shack), owes him unpaid rent for a concession area. Mr. Bedard claims \$4,865 in unpaid rent.

2. Jason McCagherty says they were told to “pay as they could”, because they were asked to come help with concession on very short notice. They also say there was no agreement or contract between the parties, instead the agreement was with the “Osoyoos Coyotes”. Finally, they say there was no agreement about tax or interest. I infer they ask I dismiss Mr. Bedard’s claim.
3. The parties are each self-represented.

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. Section 39 of the CRTA says the CRT has discretion to decide the hearing’s format, 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.
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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
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.

Standing

8. Jason McCagherty says they never had a contractual relationship with Mr. Bedard personally. Instead, they say the contract was with Osoyoos Coyotes, which I infer is Osoyoos Junior Hockey Inc. (Osoyoos). Mr. Bedard says Osoyoos is his company. So, I find a preliminary issue I must determine is whether Mr. Bedard has standing, or the legal right, to bring a claim against Jason McCagherty.

ISSUES

9. The issues in this dispute are:
 - a. Does Mr. Bedard have standing to bring a claim against Jason McCagherty?
 - b. If so, does Jason McCagherty owe Mr. Bedard \$4,865 under the parties' contract?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Bedard must prove his claims on a balance of probabilities. I note Jason McCagherty provided no documentary evidence, despite being given the opportunity to do so. So, I have read the Dispute Notice, the Dispute Response, as well as Mr. Bedard's evidence and the parties' submissions, but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. As I find below that Mr. Bedard does not have standing to bring a claim against Jason McCagherty, I will only briefly go over the dispute's background.
12. The parties agree Jason McCagherty rented the concession for the Osoyoos Sun Bowl Arena starting in July or August 2022. Though the parties disagree on the amount, emails between Jason McCagherty and CR, Osoyoos' bookkeeper, show there was an agreement for monthly rent.

13. It is undisputed Jason McCagherty stopped paying rent at some point in early 2023, so Osoyoos terminated the lease in June 2023.
14. Mr. Bedard claims for both unpaid rent after Jason McCagherty stopped paying, as well as underpayments for prior months. This totals the \$4,865 claimed.

Does Mr. Bedard have standing to bring a claim against Jason McCagherty?

15. As noted, Jason McCagherty says they never had a relationship with Mr. Bedard personally. Mr. Bedard's only response to this is that Osoyoos is his company.
16. The invoice Mr. Bedard provided has Osoyoos' name and logo. CK's email signature say "Osoyoos Jr. Hockey Inc.". Mr. Bedard points to no other evidence that he entered into the contract in his personal capacity. Instead, he says in submissions Jason McCagherty was operating the concession on behalf of Osoyoos.
17. Based on the above, I find Jason McCagherty contracted with Osoyoos, a corporation, not Mr. Bedard personally.
18. A longstanding principle in law is that a corporation is a separate legal entity that can enter into contracts, independent from its shareholders, officers, or employees. A corporation's principal lacks standing, or a legal right, to bring a claim in their own name to recover a debt owed to the corporation. See, for example, the non-binding decisions of *Zeng v. Wang*, 2023 BCCRT 218 and *King v. Orel*, 2023 BCCRT 743. I agree with these decisions and apply this reasoning here.
19. I accept that Mr. Bedard's argument that Osoyoos is his company means he is likely its principal. However, I find the contract was between Jason McCagherty and Osoyoos, not Mr. Bedard. So, I find Mr. Bedard does not have personal standing to bring a claim against Jason McCagherty under the contract and I dismiss his claims.
20. As I dismiss Mr. Bedard's claims because he is not the correct party to make them, I make no findings about the merits of any claims Osoyoos might have against Jason McCagherty.

FEES AND EXPENSES

21. 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. While Jason McCagherty was successful, he did not pay any fees or claim any dispute-related expenses.
22. As Mr. Bedard was unsuccessful, I dismiss his claim for reimbursement of CRT fees and dispute-related expenses. However, his \$400 claim for dispute-related expenses is unsupported, and I would have dismissed it as unproven in any event.

ORDER

23. I dismiss Mr. Bedard's claims.

Amanda Binnie, Tribunal Member

¹The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure the CRT addresses them respectfully throughout the process, including in published decisions. Jason McCagherty did not provide their pronouns or title. So, I will use gender neutral pronouns and their full names to refer to them throughout this decision, intending no disrespect.