



Civil Resolution Tribunal

Date Issued: April 24, 2024

File: SC-2023-005997

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kingston Electric Inc. v. Glazier*, 2024 BCCRT 396

BETWEEN:

KINGSTON ELECTRIC INC.

APPLICANT

AND:

GEOF GLAZIER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about payment for electrical work.
2. The respondent, Geof Glazier, hired the applicant, Kingston Electric Inc., to complete electrical work as part of the respondent's home renovation. The applicant says it

completed the work, but the respondent has not paid it in full. It claims \$4,448.19 for the outstanding amount. One of the applicant's owners represents it.

3. The respondent says it paid the applicant \$10,000 for the electrical work, which they thought was the amount for the entire job. They said the applicant then sent them a final invoice for \$4,500. The respondent disputes the applicant's claim because they say a) the applicant charged too high a rate for some of the electricians, b) they did not receive a requested breakdown for materials, and c) their neighbour paid less for the same scope of work from a different electrician. The respondent is self-represented.

JURISDICTION AND PROCEDURE

4. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The 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.
5. 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, without an oral hearing.
6. 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.
7. Where permitted by CRTA section 118, 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 the respondent must pay the applicant the claimed \$4,448.19, or another amount, for unpaid electrical work.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove its 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.
10. It is undisputed that the respondent hired the applicant to complete electrical work at the respondent's home on a time and materials basis. There is no written contract. The applicant says the agreed labour rate was \$75 per hour. The respondent says they agreed to pay \$75 per hour specifically for one of the applicant's owners to complete the work. They say the applicant's employees and subcontractor did most of the work, and should have been charged out at a lower rate.
11. I find the parties likely agreed on a labour rate of \$75 per hour, regardless of whether it was the applicant's owner or its employees that completed the work. I say this because the verbal contract was undisputedly between the applicant and the respondent, not between the applicant's owner and the respondent. Had the respondent wanted to ensure the applicant's owner completed all the work themselves or secure a lower rate for other electricians, I find they likely would have requested written confirmation. Without that, I find the applicant was entitled to charge the respondent \$75 for each labour hour.
12. The respondent does not say the applicant did not complete the work, or the work was substandard. Rather, they say the applicant did not provide a requested breakdown of materials, and their neighbour paid much less for the same scope of work from a different electrician, so they must have been "ripped off".

13. There is no evidence the parties agreed the applicant must provide a breakdown of materials. So, I find the respondent cannot rely on that argument to prove they are not responsible to pay the outstanding amount.
14. However, as noted above, the applicant bears the burden of proving its claim, which includes the amount it charged the respondent for materials. The applicant's final invoice records \$6,685.69 for materials, including GST. The applicant submitted what it says are receipts for all the materials used for the electrical work. These receipts only total \$5,397.40. So, I find the applicant is entitled to \$5,397.40 for materials. More on this below.
15. Next, I find whatever the respondent's neighbour paid for work on their home is irrelevant to the respondent's obligation to pay under the parties' contract. That is, the respondent must pay what they agreed with the applicant, even if they believe in hindsight, it was a bad deal.
16. However, since the parties' verbal contract was made on a time and materials basis, I find it included an implied term that the applicant would complete the work in a reasonable time. The applicant submitted a breakdown of the number of hours each of its employees and subcontractor spent on the electrical work. The total number of hours in the breakdown is 123.75. The final invoice shows 123.5 hours. I find nothing turns on the slight discrepancy as it is in the respondent's favour.
17. The parties provided little information about the scope of work. The applicant describes it as "an extensive renovation", which the respondent does not dispute. The respondent also does not explicitly dispute the number of hours spent on the project. Instead, they challenge the hourly rate the applicant charged for electricians other than the applicant's owner, which I have already addressed above. Since the respondent does not challenge the applicant's description of the work or the total number of hours spent, I find 123.5 hours is reasonable. 123.5 hours at \$75 per hour equals \$9,262.50. This is what the applicant's final invoice reflected.

18. So, I find the applicant was entitled to charge the respondent \$14,659.90 for the work (\$5,397.40 for materials plus \$9,262.50 for labour). The final invoice shows the respondent has already paid \$11,500, so I find they still owe the applicant \$3,159.90. I order the respondent to pay the applicant this amount.
19. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$3,159.90 debt award from September 9, 2022, the date the final invoice was due, to the date of this decision. This equals \$217.13.
20. 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. I find the applicant is entitled to reimbursement of \$175 in CRT fees. The applicant did not claim any dispute-related expenses, so I order none.

ORDERS

21. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$3,552.03, broken down as follows:
 - a. \$3,159.90 in debt,
 - b. \$217.13 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
22. The applicant is entitled to post-judgment interest, as applicable.
23. 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.

Megan Stewart, Tribunal Member