



Civil Resolution Tribunal

Date Issued: April 9, 2018

File: SC-2017-005331

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Oddjob Electric v. Causton*, 2018 BCCRT 121

BETWEEN:

Oddjob Electric

APPLICANT

AND:

Tony Causton

RESPONDENT

AND:

Oddjob Electric

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The respondent Tony Causton hired the applicant Oddjob Electric (Oddjob) to wire his basement. This dispute is about Oddjob's outstanding July 24, 2017 invoice for \$2,002.27 for electrical materials and installation services, plus a \$25 credit card interest charge it says it had to pay.
2. Mr. Causton says Oddjob's bill was 2.5 times greater than its initial \$800 quote. Mr. Causton also counterclaims for \$1,228.50, for damage he says Oddjob caused to his home by cutting 2 extra ceiling light holes and for his time in cleaning up the waste material he says Oddjob left behind. The parties are self-represented.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. An oral hearing was not requested.
5. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

6. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

7. The issues in this dispute are:
 - a. Did Oddjob comply with its agreement with Mr. Causton to provide electrical materials and installation services? If so, to what extent is it entitled to payment of its outstanding invoice?
 - b. To what extent, if any, is Mr. Causton entitled to compensation for repairs to his ceiling for 2 extra holes that he says were cut and for time spent disposing of waste he says Oddjob left behind?

EVIDENCE AND ANALYSIS

8. I have only commented upon the evidence and submissions to the extent necessary to give context to these reasons. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities.
9. Oddjob's outstanding July 24, 2017 invoice #0717-217076 is for \$2,002.27. Mr. Causton has not paid anything towards this invoice.
10. The parties did not have a written agreement. I find the parties agreed to a labour rate of \$50 per hour. Mr. Causton says Oddjob's \$800 quote included the cost of required materials, whereas Oddjob says the \$800 quote reflected labour at \$50 per hour, plus the cost of required materials.
11. The materials portion of Oddjob's invoice totals \$689.77. The labour portion, 25 hours including 3 hours of driving time, totals \$1,312.50. The labour was charged at the agreed rate of \$50 per hour.

12. Mr. Causton acted as the framing contractor for his basement project. I accept that the project was not overly complicated, which is not particularly disputed. However, based on the evidence before me, including text messages, I also accept Oddjob's submission that there were some delays due to Mr. Causton not having the site ready. I accept that this meant Oddjob spent some billable time that was wasted.
13. Oddjob says that when it gave its estimate to Mr. Causton it explained that it was a "ballpark figure" that did not include the cost of materials. Oddjob submits that Mr. Causton decided to add the pot lights after the job began, which on their own cost \$240 plus tax in materials. I find the invoice and the parties' text messages support this evidence.
14. I find that it is more likely than not that Mr. Causton understood the \$800 quote was "plus the cost of materials". In any event, this was not a fixed price contract. The fact that the labour would be charged at \$50 per hour makes that clear. In the circumstances before me, the material point is whether Oddjob's invoice reflects time and materials that were reasonably spent. I find the answer is yes. My reasons follow.
15. Oddjob wrote Mr. Causton on September 1, 13, and 18, 2017, asking for a plan for payment of its invoice, or at least the cost of materials if Mr Causton was not then able to clear up the entire bill. On September 19, 2017, Mr. Causton texted back "Ya for sure will send that right away". On September 26, 2017, Oddjob followed up again, noting it was now past 60 days and it would appreciate an acknowledgement and plan to pay.
16. I find that had Mr. Causton been of the view that Oddjob's invoice was excessive, he would have told Oddjob this in July 2017 when he received the invoice. Instead, Mr. Causton made no objection and agreed to pay the invoice.
17. Further, there is no indication in the evidence before me that Mr. Causton raised any concern with Oddjob in September 2017 about either its invoice or about the

“extra” holes in his ceiling or the waste material left behind. I find Mr. Causton’s objection to those things only arose after Oddjob began this tribunal proceeding in pursuit of payment.

18. Given the overall evidence and the timing of Mr. Causton’s refusal to pay the invoice, which was well after the job was completed and after he texted an agreement to pay, I find the most likely facts are that Oddjob did the work as described in the invoice and that it was reasonably necessary. As noted, I accept that Oddjob spent time attending the site but was delayed because Mr. Causton was not ready.
19. On a balance of probabilities, I find Oddjob has proven its claim for payment of its \$2,002.27 invoice dated July 24, 2017, and I so order. Oddjob is also entitled to pre-judgment interest under the *Court Order Interest Act* (COIA) from August 23, 2017, given Oddjob’s reference to expecting payment within 30 days.
20. I dismiss Oddjob’s claim for a \$25 credit card interest charge. First, it provided no supporting evidence in respect of that charge. Second and more importantly, I am not satisfied that the parties agreed that such interest charges would be billed to Mr. Causton. As noted above, I have ordered pre-judgment interest under the COIA on the outstanding invoice amount.

Counterclaim

21. Mr. Causton claims 12 hours of time, at \$85 per hour, to fix two “extra” holes that he says Oddjob cut in error and left unrepaired. Mr. Causton provided a photo of these 2 empty ceiling holes. Mr. Causton’s claim totals \$1,170 plus \$58.50 GST.
22. Oddjob denies that it is responsible for cutting 2 extra ceiling light holes, which Mr. Causton says Oddjob’s helper cut. I accept Oddjob’s evidence that its helper finished the work Oddjob needed before the drywall was up, which is supported by the helper’s statement provided in evidence. I also accept that Mr. Causton hired the helper to do further work directly for him, and in particular to install drywall,

which again is supported by the helper's statement. I find Mr. Causton has not proven Oddjob was responsible for the 2 "extra" holes being cut.

23. Further, Mr. Causton has failed to provide an invoice or receipt for the money he claims for the drywall repair, given what he provided was his own brief typed list of what he says he paid. In his reply submission, Mr. Causton did not address Oddjob's submission that the helper was working directly for Mr. Causton at the time the drywall could have been cut.
24. Mr. Causton also claims \$150 for disposal of materials, but did not provide any receipts or any photos or other supporting evidence that there was waste material left behind. Further, in reply submission, Mr. Causton acknowledged "there was no charge for disposal", just "the time" to get to and from the disposal or recycling locations.
25. Oddjob says it left a small amount of bagged waste behind and that Mr. Causton said he would dispose of it along with his more significant pile. Mr. Causton did not dispute this in his reply submissions. I accept Oddjob's evidence that it would have disposed of the minor amount of waste itself if they had known Mr. Causton's offer to dispose of it would come with a charge.
26. Given my conclusions above, Mr. Causton's counterclaim dispute is dismissed.
27. In accordance with the Act and the tribunal rules, the successful party is usually entitled to reimbursement of tribunal fees paid and any reasonable dispute-related expenses. I see no reason to deviate from that general rule here. The applicant was substantially successful and is entitled to reimbursement of \$125 in tribunal fees paid. There were no dispute-related expenses claimed.

ORDERS

28. Within 14 days of the date of this decision, I find the respondent must pay the applicant a total of \$2,139.32, broken down as follows:
 - a. \$2,002.27 for payment of Oddjob's invoice dated July 24, 2017,

- b. \$12.05 in pre-judgment interest under the COIA, and
 - c. \$125 in tribunal fees.
29. I dismiss Oddjob's claim for a \$25 credit card interest charge.
30. Mr. Causton's counterclaim is dismissed.
31. The applicant Oddjob is entitled to post-judgment interest, as applicable.
32. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
33. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Vice Chair