



Civil Resolution Tribunal

Date Issued: April 19, 2018

File: SC-2017-004728

Type: Small Claims

Civil Resolution Tribunal

Indexed as: AJ Pumps & Water Treatment Ltd. v. Hadabni, 2018 BCCRT 144

B E T W E E N :

AJ Pumps & Water Treatment Ltd.

APPLICANT

A N D :

Rahem Hadabni

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

John Chesko

INTRODUCTION

1. This dispute is about an unpaid bill.

2. The applicant, AJ Pumps & Water Treatment Ltd., (AJ Pumps) claims Rahem Hadabni (the respondent) owes \$1470.62 for services provided in July 2017 plus \$350 in administrative costs and \$150 filing fees.
3. The parties are self-represented.
4. The respondent's name was spelled differently in the Dispute Notice, Response Notice and other submissions. On April 17, 2018 I requested the case manager clarify the correct spelling and the style of cause is amended to reflect this. There is no prejudice to any party in correcting the style of cause.

JURISDICTION AND PROCEDURE

5. 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.
6. 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 on whole there are no significant issues of credibility or other reasons that might require an oral hearing.
7. 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.

8. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to pay money;
 - b. order a party to do or stop doing something;;
 - c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

9. The issue[s] in this dispute are:
 - a. Is AJ Pumps entitled to \$1470.62 for payment of its bill, plus \$350 in administrative costs filing the claim?
 - b. Is AJ Pumps entitled to be reimbursed \$150 for tribunal filing fees?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, to succeed the applicant has the burden of proof on the balance of probabilities. That means the tribunal must be convinced on all the evidence the applicant's position is more likely than not.
11. I have reviewed all of the submissions and evidence, but only address the evidence and arguments to the extent necessary to explain my decision.
12. In July 2017, the respondent contacted the applicant about fixing the water system on his property.
13. A representative of the applicant attended the property on July 13, 2017 to assess the water system. The applicant provided recommendations and a written quote totalling about \$5000. The respondent asked for a further breakdown of costs and it was provided by the applicant. The respondent then requested the applicant come fix the water system. In authorizing the applicant to fix the water system, the

respondent said he may not want to do everything in the quote and asked the applicant to save costs where possible, such as by re-using parts.

14. Based on the evidence and submissions before me, the parties agreement was partly verbal and partly written.
15. On July 20, 2017 the applicant's technician met the respondent on the property. The technician evaluated the water system and got the water system working without having to replace all components that were set out in the original estimate.
16. Later in the day on July 20, the respondent called the applicant and reported a water leak. There was much back and forth between the parties following the service call. The respondent wanted the applicant to return and assess the leak as well as other issues. The applicant submits it tried to send a technician to check the leak, but the respondent was not available. In any event, the respondent submits that another person fixed the leak for a cash payment. No receipts were provided.
17. The applicant billed the respondent \$1470.62 for the two service calls. In particular, the bill is for 6 hours of labour for two service calls on July 13 and July 19, 2017 and parts. The applicant claims payment of this outstanding invoice, which the respondent has not paid at all.
18. The applicant says it provided the goods and services described in the bill and should be paid. The applicant says the respondent agreed to the work and was satisfied at the time the work was done.
19. The respondent refuses to pay the bill. The respondent says the applicant refused to complete the repair and charged for work that was not authorized. The respondent says the bill has the wrong date of July 19 when the work was done on July 20. The respondent acknowledges charges related to re-piping work are proper, but says this is a small job worth about \$200.

20. The respondent also says the applicant's technician damaged a water tank and refused to fix the damage. The respondent was given the opportunity to file a counter-claim but expressly chose not to do so as he did not want to limit his claim within the \$5000 tribunal jurisdiction. This decision, therefore, does not deal with the respondent's complaint about the leaking water tank as that would require a separate counter-claim.
21. I find the respondent and the applicant agreed that the applicant would evaluate and fix the water system. The applicant attended the property on July 13, 2017 and prepared a quote for the respondent. The respondent reviewed the quote and he further authorized the applicant to come and fix the water system. I find the parties agreed the applicant's technician would need to evaluate the system and use professional judgement working with water systems to come up with a fix.
22. As requested by the respondent, the applicant's technician met the respondent at his property July 20, 2017 and provided the services of assessing and fixing the water system as agreed. I find the charges in the bill line up with the agreement to have the technician assess the water system and come up with a solution that may be different and cheaper than the original quote. I find the applicant reasonably provided the agreed services and parts as set out in the \$1470.62 bill.
23. I note the correspondence from the respondent indicates the respondent was satisfied with the technician at the time the repair was completed. The July 22, 2017 email from the respondent says he was well serviced by the technician, who was honest and did a good job.
24. I have considered the respondent's argument that the bill has a wrong date of July 19, 2017 on it instead of July 20, 2017. I find this is an error and does not make a difference to my conclusion about the work performed.
25. In sum, I find the applicant is entitled to payment of its \$1470.62 invoice from the respondent.

26. The applicant also claims \$350 administration charges for time and paperwork spent dealing with this dispute. Generally administrative time dealing with customer issues is part of the overhead and a cost of doing business. I also see no reason to deviate from the tribunal's rule 129 and its general practice in not making awards for a party's time spent in bringing a dispute. I dismiss the applicant's \$350 claim.
27. In accordance with the tribunal's rules, as the applicant was substantially successful with the claim for the bill, I find it is entitled to reimbursement of \$150 in tribunal fees.

ORDERS

28. Within 30 days of the date of this order, I order the respondent pay to the applicant a total of \$1629.36 broken down as follows:
 - a. \$1470.62 for the applicant's outstanding bill;
 - b. \$8.74 as pre-judgement interest under the *Court Order Interest Act* (COIA), and;
 - c. \$150.00 for reimbursement of tribunal fees paid.
29. The applicant is entitled to post-judgement interest under the COIA, as applicable.
30. 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.
31. 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.

John Chesko, Tribunal Member