



Civil Resolution Tribunal

Date Issued: May 25, 2018

File: SC-2017-003035

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *SV Renovations et al v. Sidhu et al*, 2018 BCCRT 205

BETWEEN:

SV Renovations and Beant Singh Deol

APPLICANTS

AND:

Kiranjit Kaur Sidhu, Jagraj Singh Sidhu, and Nachhattar Singh Sidhu

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. The applicants, Beant Singh Deol and SV Renovations, seek payment of \$2,798 for home renovation work they say they performed for the respondents.
2. Only 1 respondent, Jagraj Singh Sidhu, responded to the dispute. The other 2 respondents, Kiranjit Kaur Sidhu and Nachhattar Singh Sidhu, were provided with copies of the Dispute Notice. In his dispute response, Mr. J. Sidhu gave submissions on behalf of all 3 respondents. The respondents dispute the applicants' claim. They say they did not agree to pay the claimed amount, the applicant did not provide a written contract, and they did not provide receipts for materials they claimed to provide.
3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the 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.
5. 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. Neither party requested an oral hearing.
6. 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.

7. 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

8. The issues in this dispute are:
 - a. Are the respondents required to pay the applicants \$2,798 for renovation work performed?
 - b. Are the respondents required to reimburse the applicants for tribunal fees?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicants bear the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.

Contracted Price for Renovations

10. The parties agree that the applicants performed renovations in the basement suite in the respondents' house. The respondents paid the applicants \$12,000 for this work. The applicants say the total contract price was \$14,798 including GST, so the respondents owe the remaining balance of \$2,798.
11. The respondents say they do not owe the applicants anything because the applicants never provided them with a written contract, and failed to provide receipts for materials.
12. I accept that there was no written contract between the parties. Oral contracts are enforceable, but they can be harder to prove. The respondents submit that the

parties “came to a certain price”. However, the respondents did not indicate what the price was, when it was agreed upon, or what work was included in the price. For that reason, I am not persuaded that this assertion means the respondents have paid all that is owed.

13. The applicants provided a copy of a written estimate dated April 2016. The document is entitled “estimate of basement remodelling contract”. It lists the following charges, totalling \$14,000:

Bathroom renovation including plumbing	\$4,000
Kitchen plumbing and tap/sink installation	\$500
Wall removal, new wall framing and drywall finishing	\$3,500
Basement and garage paint	\$1,200
Cupboard framing and drywall finishing	\$500
Laminate floor	\$1,800
Baseboard, casing and crown installation	\$2,000
Garbage removal	\$500

14. The estimate also states that there would be extra charges for any additional job requested.
15. The respondents do not say they did not receive a copy of this estimate. Rather, they say they did not sign any contract. However, I find that when the respondents engaged the applicants to do the renovations, they entered into a verbal contract to pay the amounts set out in the estimate documents in exchange for the work. Thus, I find the respondents are obligated to pay the outstanding \$2000, plus an additional \$700 for GST (5% of \$14,000).
16. The applicants’ April 25, 2017 invoice includes an extra \$98 that was not in the original estimate. The invoice does not specify what the \$98 was for, and the applicants have not provided evidence that the respondents agreed to pay it. Accordingly, I do not order payment of this \$98.

Unsatisfactory Work

17. The respondents also say they are not obliged to pay the applicants any more money because they were not satisfied with the work. They say the applicants refused to fix a pipe, so they had to hire someone else to repair it. The respondents also say the applicants failed to level the basement floors as requested.
18. I find that the respondents have not provided any evidence to support their allegations of unsatisfactory work, or to establish that any deficiencies have a value of \$2,000. They have not filed any counterclaim. For those reasons, I find that the respondents' unsupported allegation of unsatisfactory work does not relieve them of their obligation to pay the price set out in the April 2016 estimate.
19. The respondents also say the applicants failed to provide them with a WorkSafe BC number. While I accept that assertion, I find it that it does not relieve the respondents' from their obligation to pay for work performed.
20. In summary, I order that the respondents pay the applicants \$2,700 for renovation work performed and GST. The applicants' invoice, dated April 25, 2017, states that there will be a 6% monthly interest charge on amounts due after 30 days. I therefore order the respondents to pay \$162 in contractual interest.
21. The applicants are also entitled to post-judgment interest under the *Court Order Interest Act* (COIA), as set out below in my order.
22. Under section 49 of the Act, and the tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees. As the applicants were substantially successful in this dispute, I order that the respondents pay the applicants \$125 as reimbursement for tribunal fees. There were no dispute-related expenses claimed.

ORDERS

23. I order that, within 30 days of this decision, the respondents must pay the applicants a total of \$2,987, broken down as follows:
- a. \$2,700 for renovation work performed and GST,
 - b. \$162 in pre-judgment contractual interest, and
 - c. \$125 as reimbursement of tribunal fees.
24. The applicants are entitled to post-judgment interest under the COIA.
25. 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.

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.

Kate Campbell, Tribunal Member