



# Civil Resolution Tribunal

Date Issued: July 12, 2018

File: SC-2017-002777

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lumley v. BRICKHOUSE SIGNS AND DESIGN INC.*, 2018 BCCRT 322

**B E T W E E N :**

Douglas Lumley

**APPLICANT**

**A N D :**

BRICKHOUSE SIGNS AND DESIGN INC.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This is a dispute about the cost of resizing and changing graphics on 3 retractable signs or banners. The applicant, Douglas Lumley, says the respondent, BRICKHOUSE SIGNS AND DESIGN INC., did a poor job on the signs. The applicant seeks \$85, plus fees for filing this dispute. The parties are self-represented.

## **JURISDICTION AND PROCEDURE**

2. 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.
3. 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.
4. 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.
5. 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.

## **ISSUE**

6. The issues in this dispute are a) whether the respondent incorrectly re-sized the applicant's banners, and b) if so, what is the appropriate remedy.

## **EVIDENCE AND ANALYSIS**

7. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.

8. The applicant says he hired the respondent to re-size and change the graphics on 3 retractable signs. The applicant says the job was not done correctly because the respondent allegedly added the wrong Velcro strip to the bottom of one of the graphic panels. The applicant wants the respondent to reimburse him the \$85 service fee he paid, along with the \$125 he paid in tribunal fees.
9. The respondent says that at the outset it explained to the applicant that it could not be certain there would not be challenges when it attempted to change the banners out of the banner stands, given it was working with material made and supplied by another company. The respondent says the applicant acknowledged this, but the applicant says this was not a statement “that I remember being said”.
10. The respondent further says that all 3 banners were installed with the same material and all 3 were tested and operational, except the 3<sup>rd</sup> was unable to extend completely as the banner was too short to reach the top of the pole that anchors it. The respondent says it told the applicant that the banner was too short, as made by the original manufacturer, and would probably come apart. The applicant says all banners were the same length.
11. However, the only supporting evidence the applicant has provided are letters sent after the respondent did the work on the banners, and a photo of Velcro strips. There is no photo of the banners themselves. There is no invoice or quote for the work done. The respondent produced a typed and unsigned witness statement from B, who I infer is the respondent’s employee. It is consistent with the respondent’s submission.
12. On balance, I am unable to conclude on the evidence before me that the respondent did anything incorrectly with the banners. The applicant has not proved his claim and is not entitled to the damages claimed.
13. In accordance with section 49 of the Act and the tribunal’s rules, as the applicant was unsuccessful, I find he is not entitled to reimbursement of tribunal fees.

**ORDER**

14. I order that the applicant's claims and therefore this dispute are dismissed.

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Shelley Lopez, Vice Chair