



Civil Resolution Tribunal

Date Issued: July 9, 2018

File: SC-2017-003213

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sandhu v Trans Pacific Homes INC., et al*, 2018 BCCRT 314

B E T W E E N :

Sukhjiwan Singh Sandhu

APPLICANT

A N D :

Trans Pacific Homes INC. and Mak Yuet Sim

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Ashley Syer

INTRODUCTION

1. This is a dispute about electrical work done at a property that was being built. The applicant, Sukhjiwan Singh Sandhu (applicant) says that he was hired by Trans Pacific Homes INC. (the company) to do electrical work on a property owned by Mak Yuet Sim (the homeowner). The applicant says that he completed the first half of the job, and was not paid for his work by the company. The company says the

applicant abandoned the job partway through, and the company had to hire someone else to finish the job.

2. The applicant is self-represented, and the company is represented by Ronald Tam, a representative of the company. The homeowner is not participating, as discussed further below.

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.
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 make one or more of the following orders:
 - a. order a party to do or stop doing something;
 - b. order a party to pay money;
 - c. order any other terms or conditions the tribunal considers appropriate.

7. The homeowner did not file a Dispute Response. I have reviewed the Dispute Notice and the completed Proof of Notice with submitted evidence. I find that the applicant properly served the homeowner with a copy of the Dispute Notice under the Act and tribunal rules. I am satisfied, on the balance of probabilities, that the home owner received the Dispute Notice and did not respond to it by the deadline set out in the tribunal's rules.

ISSUES

8. The issues in this dispute are:
 - a. To what extent is the applicant entitled to payment for the work he did?
 - b. Whether the company or the homeowner is responsible for paying the applicant for his work, and to what extent?
 - c. Is the applicant entitled to his filing fees?

EVIDENCE AND ANALYSIS

9. When a respondent fails to provide any response at all to the dispute and is in default, that respondent's liability is assumed. Given my conclusions above that the homeowner was properly served with the Dispute Notice, I find that the homeowner is in default. Therefore, he is liable for the applicant's claim against him.
10. I have considered all the evidence submitted by the applicant and the company, even if I do not refer to it in this decision. In a civil claim such as this one against the company, the burden of proof is on the applicant, on a balance of probabilities.
11. The parties agree that the applicant was hired by the company to do an electrical wiring job (the work) at the property owned by the homeowner (the property).

12. Neither the applicant nor the company provided a contract or a written quote that showed the details or price for the work.
13. The applicant says that he was supposed to be paid \$3,200.00, plus tax, in total to complete the work. The company says that the cost of the work was supposed to cost \$2,600.00, plus tax.
14. The applicant says the company asked him to do some extra work at the property (the extra work), which was included in the total cost for the work. The applicant says that he quoted \$600, plus tax, for the extra work, and provided a text message that shows a quote of \$600.00 for the extra work.
15. I am satisfied, on a balance of probabilities, that the applicant was supposed to be paid \$3,200.00, plus tax, by the company for completing the work.
16. The applicant says that the work had two parts: a pre-wiring part, and a completion part. The applicant and the company agree that the applicant completed the pre-wiring part of the work.
17. The company says that the work did not have two parts, and that it expected the applicant to complete all the work. The company says the applicant gave up the work before it was finished.
18. The applicant says he told the company that he was going to India for 1.5 months, beginning in February 2016. It is unclear from the evidence when the applicant told the company about his trip. The applicant says when he came back from India, the company had hired someone else to do the work, and that the company ignored his messages.
19. The company says the applicant was gone for 4 months, and they had to hire someone else to do the work because the applicant had suddenly gone away and caused a delay in the work on the property.

20. The applicant provided a series of text messages showing that he texted the company on May 16, 2016 to say he was back from India. I find that the applicant was in India from sometime in February 2016 until approximately May 16, 2016.
21. There is no dispute that the applicant did not complete all the work. There is no dispute between the applicant and the company that the company has not paid the applicant for any of the work he did complete. There is also no dispute between the applicant and the company that the applicant should be paid something for the work he completed.
22. The applicant says he completed the first part of the work, which was the bigger part, and should be paid for that work. The applicant submitted as evidence an invoice for \$1,890.00, which equals \$1,800.00, plus tax.
23. The company says that the applicant did not finish a bigger part of the work, and that it cost \$2,100.00 to have a different person finish the work. The company submitted an invoice from the person who completed the work as evidence, dated May 24, 2016, in the amount of \$2,100.00, which equals \$2,000.00, plus tax.
24. I am satisfied that the invoice the company submitted was the actual cost to the company to complete the work, and not for some other job.
25. Given my finding that the work was supposed to cost \$3,200.00, plus tax, and the company paid another worker \$2,000.00, plus tax to do the incomplete part of the work, I find that the applicant is entitled to \$1,260.00 (\$1,200.00, plus tax), for the work that he did complete. The company and the homeowner are jointly and severally liable.
26. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. Because I have allowed only a portion of the amount the applicant claimed, I find the applicant is entitled to reimbursement of half his tribunal fees, in the amount of \$62.50.

ORDERS

27. Within 30 days of the date of this order, I order the respondents, jointly and severally, to pay the applicant a total of \$1,339.73, broken down as follows:
 - a. \$1,260.00 for the work the applicant completed,
 - b. \$17.23 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 for tribunal fees.
28. The applicant is entitled to post-judgment interest, as applicable.
29. 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.
30. 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.

Ashley Syer, Tribunal Member