



# Civil Resolution Tribunal

Date Issued: August 7, 2018

File: SC-2018-001458

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services LTD v. Morrow*, 2018 BCCRT 422

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

Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal  
Services LTD

**APPLICANT**

**A N D :**

Holly Morrow

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is about payment for plumbing services. On December 6, 2017, the applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services LTD, attended the respondent Holly Morrow's residence after she reported a water leak coming through the ceiling of her basement kitchen. The applicant says the upstairs dishwasher was leaking, and advised the respondent that the dishwasher required replacement.
2. The respondent says the applicant came 3 times on December 4, 5, and 6, 2017, and that if the applicant had determined the dishwasher was broken at their first appointment the other visits would not have been necessary. The respondent has not paid the outstanding \$576.58 balance of the applicant's \$1,004.23 invoice that includes all 3 visits. The applicant is represented by Amanda Gelter, a principal or an employee, and the respondent is self-represented.

## **JURISDICTION AND PROCEDURE**

3. These are the tribunal's formal written reasons. 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 the Act and 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**

7. The issue in this dispute is to what extent, if any, the respondent must pay the applicant for plumbing services.

## **EVIDENCE AND ANALYSIS**

8. 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.
9. The applicant says that when its technician first attended (December 4, 2017), he determined the leak was from the upstairs dishwasher and after pulling the dishwasher out found a factory connection had blown apart. Due to the lateness of the evening, the applicant says the part had to be obtained the next day (December 5, 2017), at which time the technician installed the part and re-installed the dishwasher. This chronology is not disputed.
10. The respondent called the applicant again on December 6, 2017, after the dishwasher was run and leaked through the respondent's ceiling. The technician attended and found "yet another factory connection" had failed. It is undisputed that at this point the applicant told the respondent to replace the dishwasher. The applicant does not explain what this other part was and how it was necessarily unrelated to the first "factory connection" it had repaired. The applicant also does not explain why its technician concluded the dishwasher had been fixed on December 5, 2017, without testing it. To this end, while the applicant's

representative submits that the dishwasher was working, there is no reference to any testing in the technician's December 5<sup>th</sup> Work Order.

11. The respondent says if the applicant had adequately investigated the dishwasher on December 4 or 5, 2017, it would have discovered all of the problems and thus the December 6, 2017 visit would not have been necessary. In particular, the respondent says that on December 4<sup>th</sup>, the technician said it would need to install a "bump clamp" as one had never been initially installed, and on December 5<sup>th</sup>, the technician returned and installed that part. The applicant's technician left and said the problem was fixed. Later that day, the upstairs tenant ran her dishwasher and water came pouring through the respondent's ceiling. The respondent says the "original issue had not been fixed". The respondent says the applicant did not test the dishwasher after installing the bump clamp and had they done so, the leak would have been evident. I agree.
12. The applicant relies on its Work Order Form, which I agree forms the parties' contract. In it, the respondent consents to diagnostic investigation, repairs, and that time and materials charges apply, including mileage.
13. While I accept the applicant's technician spent the time claimed, I do not find that the applicant has proved that the time was reasonably spent. In other words, I find the applicant has not proved it reasonably fulfilled its contract with the respondent, and thus has not proved it is entitled to the outstanding payment claimed. As noted above, I agree with the respondent that a reasonable plumber would have tested the dishwasher to ensure it was fixed, before leaving on December 5, 2017. I find the applicant has not proven its technician did that. I find had the technician done so, the leak that happened on December 6<sup>th</sup> would have been discovered and repaired on December 5<sup>th</sup>.
14. In light of my conclusions above, I find the applicant's claim must be dismissed. As the applicant was unsuccessful, I find it is not entitled to reimbursement of tribunal fees.

**ORDER**

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

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Shelley Lopez, Vice Chair