



# Civil Resolution Tribunal

Date Issued: November 22, 2018

File: SC-2018-000232

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brown v. Catherine Brown doing business as Kennedy Crawford Design*,  
2018 BCCRT 753

B E T W E E N :

Ryan Brown

**APPLICANT**

A N D :

Catherine Brown doing business as Kennedy Crawford Design

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

## INTRODUCTION

1. In this dispute, the respondent, Catherine Brown doing business as Kennedy Crawford Design, was a general contractor on a construction project in Whistler, British Columbia. The respondent hired the applicant, Ryan Brown, to install appliances.

2. The applicant claims that the respondent failed to pay their outstanding invoice of \$1,457.50. The applicant also claims \$1,800 for time spent dealing with this dispute.
3. The respondent states that the applicant has been paid a reasonable amount for the work the applicant completed. The respondent asks that I dismiss this dispute. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. 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.
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.
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 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Does the respondent owe the applicant any further money for the installation of the appliances?
  - b. Is the applicant entitled to be reimbursed for the time they spent on this dispute?

## **EVIDENCE AND ANALYSIS**

9. Both parties provided evidence, but neither provided submissions despite being reminded by the tribunal case manager. The applicant's position is set out briefly in his Dispute Notice and the respondent's position is set out briefly in their Dispute Response. Despite the lack of detailed submissions, I find that I have sufficient evidence before me to resolve this dispute.
10. In his Dispute Notice, the applicant states that he provided an initial quote of \$2,782.50 to the respondent to install appliances at a construction site in Whistler. The respondent paid a deposit of \$1,325 on October 23, 2017. The \$1,475.50 that the applicant claims is the balance from the initial quote.
11. On October 25, 2017, the applicant attended the job site. The applicant alleges that the job site was not prepared for the installation of the appliances. The applicant alleges that he was unable to install any of the 8 appliances they were supposed to install and therefore wasted the entire day. The applicant returned the next day and completed the work.
12. In their Dispute Response, the respondent states that after the applicant gave the initial quote, the respondent reduced the scope of the work the applicant was to perform. In particular, the respondent states that they hired another contractor to install the appliances' panels. The respondent therefore has refused to pay the amount outstanding on the invoice.

13. The respondent provided a statement from a contractor that worked on the project. The contractor stated that the applicant's reasons for not starting work on October 25, 2017 were either minor issues or the applicant's errors. For example, the contractor stated that the applicant confused the dishwasher and fridge freezer drawers, which were slightly different depths, and therefore thought that he could not install either drawer. There is no evidence or submissions before me from the applicant to dispute this evidence, and I accept it.
14. The contractor also provided their invoice for work that the respondent states was part of the initial quote from the applicant. The invoice included \$1,428 in charges for appliance panel installation, which was initially part of the applicant's scope of work, and \$446.25 in charges to correct the applicant's installation errors. Again, this evidence is undisputed.
15. The details of the applicant's initial quote is not in evidence. However, the contractor confirms in their statement that the panel installation was removed from the applicant's scope of work prior to October 25, 2017. The contractor states that panel installation was more than half of the scope of work in the applicant's initial quote.
16. I accept the contractor's evidence that panel installation was over half of the work, based on the amount of the applicant's quote and the contractor's invoice. I do not accept that the parties agreed that the respondent would pay the applicant the full quoted price even after reducing their scope of work by half. I therefore find that while the parties agreed on the scope of the applicant's work, they did not agree on a price.
17. In circumstances where parties have entered into an agreement but have not agreed on the price, the unpaid party is entitled to a reasonable amount for the goods and services provided. This concept is known as "contractual quantum meruit". See, for example, *Laing v. Medix Holdings Ltd.*, 2018 BCPC 276, at paragraph 176.

18. I infer from the applicant's Dispute Notice that the applicant believes that the initial quote is a reasonable amount for the work the applicant did. The applicant states that the respondent's failure to properly prepare the site wasted a significant amount of the applicant's time. The applicant provided a sample invoice of \$3,249.75, which he says captures the actual amount of time they spent on the job. However, I accept the contractor's evidence that the applicant did not spend 2 full days on site, which is corroborated by text messages provided by the respondent. I also accept the contractor's evidence that the applicant made errors that led him to incorrectly conclude that he could not perform any work on the first day.
19. As mentioned above, the applicant's initial quote was \$2,782.50, which included panel installation, and the portion of the contractor's invoice for the panel installation was \$1,428, leaving a difference of \$1,354.50. I therefore find that the \$1,325 that the respondent has already paid to the applicant is a reasonable amount for the applicant's services. I dismiss the applicant's claim for further payment.
20. Generally, claims for time spent on a dispute are not allowed, which is consistent with the Act's general requirement for self-representation and the tribunal's practice not to reimburse legal fees except in extraordinary circumstances. Even if the applicant had been successful, I would have dismissed his claim for reimbursement for his time spent on this dispute.
21. 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 and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I therefore decline to order that the respondent reimburse the applicant's tribunal fees or dispute-related expenses. The respondent has not claimed any dispute-related expenses.

## **ORDER**

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

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Eric Regehr, Tribunal Member