



Civil Resolution Tribunal

Date Issued: November 22, 2018

File: SC-2018-001434

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rather Be Plumbing Ltd v. Ali*, 2018 BCCRT 755

B E T W E E N :

Rather Be Plumbing Ltd

APPLICANT

A N D :

Irfan Ali

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. The applicant, Rather Be Plumbing Ltd, seeks payment from the respondent, Irfan Ali, for plumbing work it performed in 2017. The respondent says that he did not personally enter into a contract with the applicant.

2. The applicant is represented by its owner, Jarod Hughes. The respondent is self-represented.

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.

ISSUE

7. The issue in this dispute is whether the applicant had a contract with the respondent for plumbing services and, if so, whether the applicant is entitled to payment for its work.

EVIDENCE AND ANALYSIS

8. The applicant says it performed plumbing services for the applicant, including the installation of a water heater, and work on taps, valves and drains. The applicant provided copies of email messages which it says prove that the respondent asked the applicant to perform the work. The applicant seeks payment of its invoice in the amount of \$1,518.76, \$150 for a builder's lien, and \$300 for his time spent on the dispute.
9. The respondent says that Noquits Property Management Ltd. (Noquits), a company he represents, engaged the applicant to perform some plumbing work. The respondent submits that the applicant brought its dispute against the wrong party. He denies that he hired the applicant personally, and says that the dispute should have been brought against Noquits.
10. The respondent also made submissions about the possibility of a duplicity of proceedings, given a builder's lien the applicant placed on the property where the work was performed. As the tribunal has no jurisdiction over builder's liens, I will not address this issue.
11. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the information and submissions provided by the parties, I have commented on only what is necessary to give context to my decision.
12. The applicant addressed his application for dispute resolution against the respondent as a person, not as a representative of a corporation. There is no mention of Noquits in the notice. The applicant was aware of the respondent's

position in this dispute that the contract was with Noquits rather than himself. The applicant did not take steps to amend the Dispute Notice to add Noquits as a party, and it did not provide evidence in reply to the respondent's position.

13. For a contract to exist, there must be an offer by one party that is accepted by the other, as well as agreement on the essential terms of the contract. After careful consideration of the available evidence, I find that the applicant has not proved it formed a contract with the named respondent, Irfan Ali. Although the parties' email exchange appears to discuss the scope of work to be performed by the applicant, the email address shown in the exchange provided by the applicant identifies the recipient as "NOQUITS". The email messages that deal with substantive terms all include the corporate name. I also note that the applicant's invoice was addressed to Noquits, and that Noquits is listed on lien claim documentation submitted by the applicant.
14. I therefore find that the applicant has not established that the respondent intended to enter into a contract personally with the applicant, or that he intended to be liable for the applicant's invoice. I note that the applicant chose not to provide a reply to the respondent's submission that he did not contract personally with the applicant. On balance, I do not find that the applicant has met his burden to establish that he had a contract with the respondent.
15. As the evidence does not establish that the applicant had a contract with the respondent, I find that the respondent is not liable to pay the applicant's invoice. I make no findings about the possible liability of any other individual or company in this regard.
16. The applicant requested reimbursement of its time spent filing a claim with the tribunal. Even if I had found in favour of the applicant, I would decline to order this remedy, as the tribunal generally does not order compensation for a party's time spent on a dispute.

17. As the applicant is unsuccessful, in accordance with the Act and the tribunal's rules, I find that it is not entitled to reimbursement for tribunal fees or claimed expenses. There is no indication that the respondent incurred fees or expenses in this dispute.

ORDER

18. The applicant's claims and this dispute are dismissed.

Lynn Scrivener, Tribunal Member