



Civil Resolution Tribunal

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File: SC-2018-004322

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *FSJ QUALITY ELECTRIC LTD v. MCCALLUM*, 2019 BCCRT 55

B E T W E E N :

FSJ QUALITY ELECTRIC LTD

APPLICANT

A N D :

LAURA MCCALLUM

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about an unpaid invoice for 14 hours of electric services provided in December 2017. The applicant, FSJ QUALITY ELECTRIC LTD, claims \$1,473.87 against the respondent, LAURA MCCALLUM.
2. The respondent says the applicant's invoice far exceeds their verbal quote that the job would take no more than 4 to 8 hours of work.
3. The applicant is represented by Jakob Simon, an employee or principal. The respondent is self-represented. For the reasons that follow, I allow the applicant's claims.

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 118 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. Some of the evidence in this dispute amounts to a "he said, she said" scenario. Credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes,

I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is in issue. 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 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.
7. To the extent the parties respectively make allegations of defamation, I have not considered them, because defamation is expressly outside the tribunal's jurisdiction.

ISSUE

8. The issue in this dispute is to what extent, if any, the applicant is entitled to payment of its \$1,473.87 invoice for electrical services.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. I have only addressed the evidence and submissions below as necessary to explain my decision.
10. It is undisputed that the respondent called the applicant to perform electrical services in her home, required for renovations. It is also undisputed that the respondent intended to be away during the work, and had advised the applicant to obtain the key to the house from her realtor.
11. It is undisputed this was a verbal contract, with the work to be paid hourly. There is no dispute about the hourly rate. The respondent's only objection is to the number

of hours billed, because she says the applicant's worker promised the job would not take more than 8 hours.

12. The applicant's December 14, 2017 invoice #17-1279 is for 14 hours of "electrical labour" at \$95 per hour, plus \$147.56 for materials, less a \$73.87 discount. With tax, the invoice totals \$1,473.87, the amount claimed in this dispute. The invoice describes the job as: add circuits for fridge, dishwasher, and counter plug. Fish wire for microwave and fix leak for hot water line.
13. It is undisputed that the applicant's worker came by the respondent's home at her request to give a quote. The applicant says the electrical work was behind drywall and so it could not be seen, and therefore the applicant could not provide a fixed quote as it did not know what would need to be done. The applicant says due to the placement in the crawl space, it had to run 3 wires, and that had to work around ducting and pipework. The applicant said fishing into the panel was the most difficult job. I accept the applicant's evidence. While the respondent says there was a hole cut into the drywall and one could see into the crawlspace, even so this does not mean the electrician could properly see all of the relevant wiring. Plus, the undisputed evidence is that at the time of the verbal quote, the applicant's worker only provided a quick quote, having "squeezed in" the respondent at her request.
14. In contrast, the respondent says the worker told them the job would be 8 hours "tops". The respondent says her husband was present and specifically made enquiries that the applicant would call them if their time was going to go over the 8 hours. The applicant denies its worker ever said 8 hours "tops".
15. However, the respondent did not provide any evidence, such as a witness statement from her husband. She also did not provide any statements from other electricians she says she spoke to who said the job should be no more than 8 hours. I am therefore not persuaded by the respondent's unsupported statements, when supporting evidence could have been provided.

16. On balance, I prefer the applicant's evidence that its worker estimated 8 hours, subject to whatever they might find behind the drywall. Based on the applicant's timesheet, just under 2 hours on the invoice relates to picking up the key from the realtor. One hour relates to pulling the electrical permit. Half an hour was for the initial site review. For the site work at the respondent's home on November 22, 2017, there were 2 electricians working for about 6 hours each. I find the amounts are reasonable and the applicant is entitled to payment of its invoice.
17. The respondent alleges the applicant left her house dirty, which the respondent denies. The respondent did not provide any documentary evidence of this, such as photos or a statement from anyone else, and she did not file a counterclaim. I find this allegation has no bearing on the applicant's entitlement to be paid. I note the respondent has provided no explanation of why she has paid nothing towards the applicant's invoice.
18. The applicant's invoice states interest is charged at 26.8% per year on accounts overdue past 30 days. However, in this dispute the applicant did not claim this contractual interest and instead claimed only pre-judgment interest under the *Court Order Interest Act* (COIA). I find the applicant is entitled to COIA interest from January 14, 2018, in the amount of \$19.78.
19. In accordance with the Act and the tribunal rules, I find the successful applicant is entitled to reimbursement of \$125 in tribunal fees and \$10.50 as a dispute-related expense for serving the Dispute Notice on the respondent.

ORDERS

20. Within 14 days of this decision, I order the respondent to pay the applicant a total of \$1,629.15, broken down as follows:
 - a. \$1,473.87 in debt, for payment of the applicant's invoice,
 - b. \$19.78 in pre-judgment interest under the COIA, and

c. \$135.50 in tribunal fees and dispute-related expenses.

21. The applicant is entitled to post-judgment interest, as applicable.
22. 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.
23. 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.

Shelley Lopez, Vice Chair