



Civil Resolution Tribunal

Date Issued: January 23, 2019

File: SC-2018-004295

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ruault v. Sawatsky*, 2019 BCCRT 88

B E T W E E N :

Brent Ruault

APPLICANT

A N D :

Darren Sawatsky

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Volk

INTRODUCTION

1. This is a dispute about payment for electrical services. The applicant, Brent Ruault, says the respondent, Darren Sawatsky, breached an agreement between the parties by not paying for the electrical services invoiced. The applicant claims \$2,957.00 in debt. Deborah Sterritt represented the applicant. The respondent represented himself.

JURISDICTION AND PROCEDURE

2. 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 relationships between parties that may continue after the dispute resolution process has ended.
3. The tribunal may decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. I find that I can fairly resolve this dispute by writing based on the documents and written positions before me because there are no significant issues of credibility or other reasons that might require an oral hearing.
4. The tribunal may accept as evidence information that it considers relevant, necessary, and appropriate, whether 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.
5. 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.

ISSUES

6. The issue in this dispute is whether the respondent owes the applicant \$2,957 for the balance of electrical services under the parties' agreement.

EVIDENCE AND ANALYSIS

7. The applicant bears the burden of proof for the claim on a balance of probabilities. I refer only to the relevant evidence necessary to give context to my decision.

8. The parties agree that the respondent hired the applicant for electrical work. The parties disagree on the estimate for the work. It is undisputed that the parties did not agree to a fixed price. As such, I find I do not need to decide the estimate.
9. In September 2017 the applicant completed the electrical work. Shortly after, the applicant billed the respondent for \$4,757.19 (\$6,757.19 less a \$2,000 deposit). The invoice itemized the materials for rewiring to code, and inspecting and fixing electrical hazards on site, as well as 40 hours of labour, and the cost of a permit.
10. The applicant provided email exchanges with the respondent including one in December 2017 in which the respondent promised that he would pay more money. On January 15, 2018 the parties agreed to a payment plan of \$500 every second Friday. The respondent promised not to miss payments. The respondent subsequently missed payments and promised to get caught up. On February 19, 2018 the applicant promised to get caught up that week. On March 4, 2018 the respondent again agreed to provide payment.
11. It is undisputed that the respondent made 4 payments between December 4, 2017 and March 5, 2018 totaling \$1,800. As such, the amount owing on the invoice as of March 5, 2018 was \$2,957.19, which the applicant has rounded down in this claim to \$2,957.
12. Based largely on the emails and the fact the respondent does not deny the debt in his response, I find the respondent must pay the applicant \$2,957 for the electrical services. The respondent vaguely questioned the 40 hours for labour in his response but provided no supporting evidence calling into doubt the work done or the quality.
13. The applicant's invoice specifies an interest charge of 2% per month on accounts overdue by 15 days. I find the applicant is not entitled to the interest stated. The yearly rate is not set out in the invoice, as required by section 4 of the *Interest Act* for yearly rates above 5%. So, only pre-judgment interest under the *Court Order Interest Act (COIA)* is allowed. A similar result was found in *Geoscan Subsurface*

Surveys Inc v. Level Ventures Inc. et al, 2018 BCCRT 818. Earlier decisions of the tribunal are not binding on me, but they are instructive.

14. 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. I see no reason in this case not to follow that general rule and award reimbursement of tribunal fees and dispute-related expenses, as claimed. I find the applicant is entitled to reimbursement of \$175 in tribunal fees and \$280.60 in dispute-related expenses.

ORDERS

15. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$3,448.95, broken down as follows:
 - a. \$2,957 owing for electrical work done by the applicant,
 - b. \$36.35 in pre-judgment interest under the *COIA* calculated from March 5, 2018,
 - c. \$175 in tribunal fees, and
 - d. \$280.60 in dispute-related expenses.
16. The applicant is entitled to post-judgment interest, as applicable.
17. 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.
18. 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.

Megan Volk, Tribunal Member