



# Civil Resolution Tribunal

Date Issued: February 27, 2019

File: SC-2018-002996

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ji v. Sun et al*, 2019 BCCRT 231

**BETWEEN:**

Yimin Ji

**APPLICANT**

**AND:**

Sandy Sun and Rong Zhi Li

**RESPONDENTS**

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## **REASONS FOR DECISION**

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Tribunal Member:

Lynn Scrivener

### **INTRODUCTION**

1. The applicant, Yimin Ji, says that the respondents, Sandy Sun and Rong Zhi Li, owe him \$2,180.18 for work he performed on a property. The respondents deny that they owe the applicant any money.
2. The applicant is self-represented. The respondents are represented by Sandy Sun.

## **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 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.
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 respondents owe the applicant \$2,180.18.

## EVIDENCE AND ANALYSIS

8. In a civil claim such as this, an applicant bears the burden of proof on a balance of probabilities. The parties have provided evidence and submissions in support of their respective positions. Although I have considered all of this information, I will refer to only that which is necessary to provide context to my decision.
9. The applicant performed some work on the respondents' home in Vancouver. He says that he was hired by a project manager under an arrangement that saw his wages paid directly by the homeowners, who are the respondents in this dispute. The applicant says the respondents owe him \$2,180.18.
10. The respondents say that they do not owe the applicant any money. According to the respondents, they paid their builder, and the builder was supposed to pay the workers. They provided a document signed by the builder to the effect that all sub-trades and material accounts were paid in full. The respondents say there were no other contracts relating to this project. The respondents also state that the applicant placed a sign on their lawn stating that they owe him money, which they found to be embarrassing.
11. I accept that the applicant performed work on the respondents' property for which he has not been paid. What I must determine is whether the respondents are responsible for any amounts owing to the applicant.
12. The evidence before me does not include a written contract. The project manager from the respondent's builder, Mr. Lu, provided a statement in which he explained that he assigned various jobs on the project to the applicant. According to Mr. Lu, he and the respondents agreed that the respondents would pay wages directly to the applicant instead of going through the builder. Mr. Lu did not state that there was a contract made between the respondents and the applicant. Mr. Lu stated that the applicant's invoices were issued in August of 2016, at which time he "confirmed and verified" them.

13. Evidence provided by the applicant shows that, in November of 2016, Mr. Lu sent images of the applicant's April 28 and 29, 2016 invoices to the respondent, Sandy Sun, via a social media platform. An exchange of text messages between Mr. Lu and Sandy Sun set out the before-tax amounts of these invoices, plus another \$225 that was not attributed to an invoice. The messages in reply did not acknowledge responsibility for the sums claimed by the applicant.
14. A summary of translated text messages also shows that the applicant had gone to the builder asking for payment. Mr. Lu wrote that a review of the builder's records showed that the builder had not been paid by the homeowners for the applicant's invoices, and therefore the builder could not pay the applicant. There was no mention of an alternate payment arrangement in these messages.
15. The respondents say they only had a contract with the builder, and had no contract or dealings with the applicant. The respondents rely on a Confirmation of final payment document signed by the builder and the respondent Rong Zhi Li. This undated document states that the builder has received full payment for the work performed on its management contract. The document also states "all sub-trades and material accounts reimbursed by Rongzhi [sic] Li to [the builder] ending July 12, 2016 are paid in full". This is consistent with the respondents' position that the payment to sub-trades occurred through the builder, not through them directly.
16. I am satisfied that the respondents' arrangement was that the sub-trades were paid through the builder. I find that the applicant has not met his burden to establish that he had a contract with the respondents. In the absence of a meeting of the minds, I do not find that the respondents bear responsibility for his outstanding invoices. I dismiss the applicant's claim in this regard.
17. 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. As the applicant's claim was not successful, I dismiss his claim for reimbursement of tribunal fees.

## **ORDER**

18. I dismiss the applicant's claims and this dispute.

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Lynn Scrivener, Tribunal Member