



Civil Resolution Tribunal

Date Issued: March 6, 2019

File: SC-2018-004217

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kalicum Drilling Ltd. v. Hansen*, 2019 BCCRT 269

B E T W E E N :

Kalicum Drilling Ltd.

APPLICANT

A N D :

Paul Hansen

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicant Kalicum Drilling Ltd. says it removed a well pump from a property in Saanichton, BC, at the respondent Paul Hansen's request, but was never paid for the work. The applicant claims \$1,575 which is the amount of the unpaid invoice, plus \$779.31 in interest

2. The respondent says that the applicant came to look at the well but was not authorized to do any work at the property. He says that when he left his property, the applicant proceeded to destroy his antique pump, damage his blueberry patch and remove half the roof from his pump house. The respondent says the applicant apologized for the damage and said there would be no bill so long as the respondent did not sue him. He asks that the dispute be dismissed.
3. The applicant is represented by employee or principal Ron Kalicum. The respondent is 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 118 of the *Civil Resolution Tribunal 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 issue in this dispute is whether the respondent owes the applicant \$1,575 plus interest for services rendered.

EVIDENCE AND ANALYSIS

- 9. In June 2016, the applicant attended at the respondent's property conducted some work to remove his well. The well removal required a crane, which had to be moved close to the well site for access, inserting a drop pipe and removing a 300 lb pump.
- 10. On June 17, 2016, the applicant issued an invoice for \$1,575 to the respondent describing the use of a crane and a trailer to access the well, including using a roof hatch. The invoice specifies an 18 % per year interest rate on overdue accounts.
- 11. The applicant then emailed the invoice to the respondent. The email specified that the work was partly completed, but that completion would cost a further \$900. The applicant provided an option for a well at a different location that looked as though it would provide a good flow rate. The applicant specified that configuring another well would cost between \$11,000 and \$13,000.
- 12. The respondent replied, saying that the applicant had "destroyed" his roof and damaged his blueberries. The respondent was upset because, he wrote, other well drilling companies had provided their opinion that the well could not be revived, and that the applicant had "pretended" the pipe had to be pulled. The opinions of other drilling companies were not filed in evidence.
- 13. Once he filed his Dispute Response, the respondent provided no submissions or evidence, despite repeated attempts by the case manager to contact him.

14. I find that the work to remove the well was conducted by the applicant, at the respondent's request, in early June 2016. I further find that the respondent did not pay the June 17, 2016 invoice.
15. I make these findings because the respondent chose not to provide any evidence or submissions to support his version of events
16. Further, the emails show, and I find, that the respondent knew of the work being completed by the applicant.
17. The applicant says the respondent was present when the crane was on site and was involved in the selection of a route to access the well, which involved roof access and a route through the garden. I accept this evidence, which the respondent chose not to dispute, as this account is also more consistent with the documentary evidence than that provided by the respondent. It is also not credible to suggest that the applicant would randomly complete significant crane work at a property, without the owner's authorization, and then expect to be paid for it.
18. I find that the respondent must pay the applicant the \$1,575 owing, plus 18% per year contractual interest from July 3, 2016, which is 15 days after the invoice was rendered, to the date of this decision.
19. The respondent did not file a counterclaim and as noted provided no evidence or submissions to support his Dispute Response contention that the applicant caused damage. I therefore find there is no basis for a set-off.
20. 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. I find the applicant is entitled to reimbursement of \$125 in tribunal fees.

ORDERS

21. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,458.07, broken down as follows:
 - a. \$1,575 as reimbursement for payment for the invoice,
 - b. \$758.07 in pre-judgement interest at the 18% annual contractual rate and
 - c. \$125 for tribunal fees.
22. The applicant is entitled to post-judgment interest, as applicable.
23. 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.
24. 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.

Julie K. Gibson, Tribunal Member