



# Civil Resolution Tribunal

Date Issued: March 6, 2019

File: SC-2018-005014

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mitchell Hatfield dba Hatfield Creations v. Roberts et al*, 2019 BCCRT 272

**B E T W E E N :**

Mitchell Hatfield (Doing Business As Hatfield Creations)

**APPLICANT**

**A N D :**

Peter Roberts and Lynda Roberts

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell

## INTRODUCTION

1. The applicant, Mitchell Hatfield (Doing Business As Hatfield Creations), says the respondents, Peter Roberts and Lynda Roberts failed to pay him for renovations to their cabin on Gambier Island (cabin). The applicant seeks payment of \$2,739.97 for work performed.

2. The respondents say they had no contract with the applicant, and that although he attended the cabin site twice he did no construction work so he is not entitled to payment.
3. On the Dispute Notice, the applicant wrote his name as “Mitchell Hatfied”. As that is not consistent with the spelling elsewhere on that form, I have amended the style of cause.
4. The applicant is self-represented. Peter Roberts represents both respondents.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. 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, they 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.

7. 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**

8. The issue in this dispute is whether the respondents must pay the applicant \$2,739.97 for cabin renovation work.

## **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 arguments to the extent necessary to explain my decision.
10. The applicant says he performed work related to the respondents' cabin, and is therefore entitled to payment. The respondents say the applicant performed no work, and provided no benefit to them.
11. Based on the evidence before me, I find the applicant has not met the burden of proving his claim for payment.
12. The parties agree there was no written contract between them. The applicant says that at a meeting in a pub on March 22, 2017, the parties entered into a verbal contract. He says this occurred when one of the respondents asked what his hourly rate was, and he said it was \$65 per hour.
13. While I accept that evidence about the applicant's hourly rate, the applicant has provided no invoice or timesheet setting out what tasks he did for the respondents,

when he did these tasks, or how long they took. He has also provided no accounting showing how he arrived at the total claimed amount of \$2,739.97. For example, there is no breakdown showing costs for labour, materials, travel costs, or taxes.

14. Also, the applicant's May 3, 2017 email to Lynda Roberts says he had started gathering quotes for materials and should have some prices for materials for her in the next week. Similarly, the applicant's May 10, 2017 email to Lynda Roberts said he had been busy with another project, but he was working on a quote for her project. I find that these written references to preparing quotes shows that a contract was not formed on March 22, as asserted by the applicant. Rather, the fact that the applicant promised but did not supply a quote supports the respondents' position that there was no contract with the applicant.
15. On August 8, 2017, Lynda Roberts emailed the applicant and apologized for delaying the project. She said she was still keen to have the work done, possibly in late August or early September. The applicant replied on August 13, 2017 stating that he had been busy, but was "definitely still on board for the project". He wrote that he was "not opposed to doing my portion of the work in the fall or winter if need be". I find this email establishes that no work had been done to that point.
16. The applicant says that the respondents' email evidence is unreliable because they provided specific messages rather than entire email threads. For that reason, I have relied on the email chain evidence provided by the applicant in making these findings.
17. The email and text correspondence provided by the applicant shows that no work was done in 2017. Lynda Roberts texted the applicant on September 15, 2017 stating that she wanted to delay until spring. The applicant emailed Lynda Roberts again on March 21, 2018 to see if she wanted to start planning the cabin project. Lynda Roberts replied on April 3, 2018, stating that she did not want to hire the applicant. She wrote that she got frustrated the previous year, as he could not quite figure out how to start the work and she had hoped for more initiative.

18. The respondent replied that he was very upset, since the respondents decided to delay until spring, and since he had spent dozens of hours researching ideas and sourcing materials.
19. On April 12, 2018, the applicant emailed and said he had forwarded the respondents an invoice for payment, and that he had charged them for site visits and 20 hours of preparation and research. Lynda Roberts replied that the respondents felt they owed no money as the applicant never sent them a quote, they never agreed to a rate, and they did not know what he was planning.
20. As previously stated, I find the applicant has not met the burden of proving his claim for \$2,739.97. In his emails to Lynda Roberts he refers to an invoice and a “rough” scope of work, but he provided no copies of these in evidence. He provided the tribunal with no breakdown of his hours, rates, materials costs, expenses, or taxes. He included an invoice from a mechanical contractor, but no proof of payment, as requested by the respondents. His emails indicate that his claimed \$2,729.97 relates to planning and research, as well as 2 site visits. He provided no cost breakdown for the site visits, and I find he would likely not be entitled to these anyway, as they were part of the quote preparation process and he never produced a final quote. The applicant also provided no documentation of the research and planning he conducted, such as a site plan, materials list, or scope of work. Also, I find the applicant has not proved that the respondents agreed to pay him \$65 per hour for this work. He describes it as “design work”, and there is no evidence before me of any agreement to pay the applicant for design work.
21. For all of these reasons, I dismiss the applicant’s claim.
22. The tribunal’s rules provide that the successful party is generally entitled to recovery of their fees and expenses. The applicant was unsuccessful and so I dismiss his claim for reimbursement of tribunal fees. The respondent did not pay any fees and there were no dispute-related expenses claimed by either party.

## **ORDER**

23. I dismiss the applicant's claim and this dispute.

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Kate Campbell, Tribunal Member