



# Civil Resolution Tribunal

Date Issued: April 10, 2019

File: SC-2018-007914

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Satrap HVAC Services Inc. v. Wah Loong Developments Inc.*,  
2019 BCCRT 444

B E T W E E N :

Satrap HVAC Services Inc.

**APPLICANT**

A N D :

Wah Loong Developments Inc.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Julie K. Gibson

## INTRODUCTION

1. The applicant Satrap HVAC Services Inc. says it provided heating, ventilation and air conditioning (HVAC) services to the respondent Wah Loong Developments Inc. but the respondent failed to pay \$1,845.89 owing. The applicant claims \$1,845.89.

2. In its Dispute Response, the respondent accepts the claim that it owes \$1,845.89 to the applicant. In submissions, the respondent says the quote for the HVAC work did not have approval from its head office, so it should not have to pay.
3. The applicant is represented by principal or employee Majid Veshagh. The respondent is represented by principal or employee Catherine Kwan.

## **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. In some respects, this dispute amounts to a "he said, she said" scenario with both sides calling into question the credibility of the other. Credibility of 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. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me.
6. 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 the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. I decided to hear this dispute through written submissions.

7. 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.
8. 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**

9. The issue in this dispute is whether the respondent must pay the applicant the \$1,845.89 owing for HVAC services supplied.

## **EVIDENCE AND ANALYSIS**

10. This is a civil claim in which the applicant bears the burden of proof on a balance of probabilities. I have reviewed all of the evidence and submissions but refer to them here only as necessary to explain my decision.
11. In October 2017, the parties made an oral agreement to have the applicant provide HVAC services to the respondent at a property in Vancouver, BC.
12. The applicant says it was an express or implied term that the respondent would pay for those services promptly. Based on the previous invoices filed in evidence, that were paid regularly, I accept this evidence. I find that any outstanding sum not paid within 30 days of invoicing was to be charged at a 24% annual interest rate.

13. From October 2017 to January 2018, the applicant provided HVAC services to the respondent.
14. On October 16, 2017 the applicant issued Invoice 1710-006 to the respondent for \$2,601.19 for labour for “charging gas” and 24.5 pounds of refrigerant gas, at \$55 per pound. The invoice specifies a 24% annual interest rate on any overdue payments. The applicant says this work was requested by the respondent and completed.
15. In the Dispute Notice, the applicant says the respondent paid most of this invoice via cheque for \$2508.80, leaving \$92.39 owing. Later, in a letter to the applicant’s then legal counsel, the respondent argued that the work charged in Invoice 1710-006 was never authorized by it. In that letter, the respondent also paid the outstanding amount owing on invoice 1710-006.
16. Since there was no evidence showing that the refrigerant work charged in invoice 1710-006 was unauthorized, I accept the applicant’s evidence that was an implied authorization to complete the work, consistent with past practice to complete HVAC work for the respondent in this price range as it arose. I find that the applicant is entitled to the payments made on invoice 1710-006.
17. On October 28, 2017, Ms. Kwan emailed the applicant asking that they “...have a look and get control of the 4<sup>th</sup> floor HVAC (sic) fixed as soon as possible. And with this information, do you think you are able do to the maintenance of all the HVAC and Heat system of the building on regular service? And how long and how much to fix the control?”
18. On November 15, 2017, the applicant provided the respondent a \$11,500 quote for installation of “two Honeywell controls for cooling and heating systems”, communicating the control with the roof top unit and excising control box for zoning system, renewing the low voltage wire for fresh air temperature control and adding 2 temperature sensors for a fresh air duct. I find that this was the quote that Ms. Kwan

had requested for the large project HVAC work. This quotation was not approved by the respondent.

19. In early December 2017 the respondent emailed the applicant saying that once they had received another quote for the 4<sup>th</sup> floor HVAC work, they would “finalize whether the job is for you or for others.”
20. The applicant issued another invoice on January 30, 2018 for \$1,753.50. This invoice was not filed in evidence.
21. The respondent agrees that it was invoiced \$1,845.89 for installation of a controller that it says it did not ask for. I find that this is the disputed amount, which was for work to install a temperature control on the 4<sup>th</sup> floor HVAC system.
22. The dispute here is over this admitted charge of \$1,845.89, which I find was for the installation of a controller on the 4<sup>th</sup> floor of the respondent’s building. I also find that, in the October 28, 2017, Ms. Kwan authorized the 4<sup>th</sup> floor HVAC system issue to be fixed “as soon as possible.” It was reasonable for the applicant to take this as authorization to proceed with the urgent part of the job. Ms. Kwan then asked about broader HVAC issues, which I find were quoted for her by the applicant on November 15.
23. Based on the evidence, I find that the applicant completed work that it had implied and express authorization to complete, resulting in charges of \$1,845.89. I say this because there was evidence of ongoing dealings between the parties where the applicant provided HVAC services and was paid periodically. Although it was suggested in one email from the respondent that work over \$1,000 required head office approval, there was no evidence that prior quotes, even in this price range, had required approval from head office to be paid. As well, Ms. Kwan had asked that this work be completed as soon as possible.

24. I order the respondent to pay the applicant the claimed \$1,845.89. I calculate contractual prejudgment interest at the 24% per year rate from January 30, 2018, which I find reasonable.
25. 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. I dismiss the applicant's claim for legal fees, consistent with section 20 of the Act and the tribunal's rules that legal fees are only ordered in extraordinary cases and that parties generally represent themselves. This case is not extraordinary.

## **ORDERS**

26. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$2,501.44, broken down as follows:
- a. \$1,845.89 as payment for services rendered,
  - b. \$530.55 in pre-judgment interest under at the 24% per year contractual rate;  
and
  - c. \$125 for tribunal fees.
27. The applicant is entitled to post-judgment interest, as applicable.
28. 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.

29. 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.

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Julie K. Gibson, Tribunal Member