



Civil Resolution Tribunal

Date Issued: July 8, 2019

File: SC-2019-002431

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Signature Signs Ltd v. Pinnacle Plumbing & Heating Ltd.*,
2019 BCCRT 823

BETWEEN:

SIGNATURE SIGNS LTD

APPLICANT

AND:

PINNACLE PLUMBING & HEATING LTD.

RESPONDENT

AND:

SIGNATURE SIGNS LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant and respondent by counterclaim, Signature Signs Ltd. (Signature), was hired by the respondent, Pinnacle Plumbing & Heating Ltd. (Pinnacle), to install a custom wrap on its vehicle. Signature says the job was completed and Pinnacle has failed to pay. Signature wants \$1,663.20, for its installation invoice.
2. However, Pinnacle says that the installation work performed by Signature was substandard and that Signature ruined the custom wrap and it had to be removed, replaced and re-installed by another company. In its counterclaim Pinnacle seeks an order for \$3,040.80, the cost of the damaged custom wrap and for its removal.
3. I note that in Signature's Dispute Notice, its name is listed as "Signature Signs Ltd" with no punctuation after "Ltd", while in Pinnacle's counterclaim, "Ltd." is used. I have duplicated each of the Dispute Notices' punctuation in the style of cause. I find nothing turns on the difference in punctuation.
4. Signature is represented by Robb Lewis, whom I infer is a principal or owner. Pinnacle is represented by its owner, Kalen Gaetz.

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*. 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. 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 British Columbia Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is an issue.

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 9.3(2), 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

9. The issues in this dispute are:
 - a. Is Signature entitled to payment of \$1,663.20, for installation of the custom vehicle wrap?
 - b. Is Pinnacle entitled to payment of \$3,040.80, the cost of the damaged wrap and its removal?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, Signature bears the burden of proving its claim, on a balance of probabilities. In the counterclaim, Pinnacle bears this same burden. I have reviewed all of the parties' evidence and submissions, but refer to it only to the extent necessary to explain my decision.

11. In February 2019, Pinnacle approached Signature about having a custom wrap installed on one of their fleet vehicles. The parties agreed the work would start on February 11, 2019, for a total of \$1,663.20 (\$1,485 plus tax). The wrap had been printed by a third party and paid for by Pinnacle.
12. The vehicle was picked up by Pinnacle after hours on February 12, 2019, and upon inspection, its employee wrote Signature about issues with the wrap installation, including strips of white showing, blank spaces behind the handles, poor cuts and misalignment of the wrap. Signature says if the vehicle was picked up during business hours, it could have advised Pinnacle about the issues with the wrap installation.
13. The parties agreed Pinnacle would return the vehicle to Signature to correct the issues, and additional work was done on March 4 and 5, 2019. Again, the vehicle was picked up by Pinnacle after hours, and Signature says it did not have a chance to discuss with Pinnacle what was fixed and discuss any remaining issues.
14. On March 13, 2019, Mr. Lewis at Signature wrote to Mr. Gaetz at Pinnacle stating he understood Pinnacle still had issues with the wrap installation done February 11, 2019, and that he did so as well. Mr. Lewis explained the job had been rushed, as they normally like 3 days instead of 2 to complete the job. In the email Mr. Lewis stated the vehicle was left with Pinnacle again on March 4 and 5, 2019 to correct the initial issues, and that “although it may not be 100%”, that Signature was nonetheless happy with the fixes made. In light of Pinnacle’s continued concerns with the wrap installation, Mr. Lewis offered Pinnacle a 30% discount off Signature’s invoice.
15. On March 14, 2019, Mr. Gaetz responded, stating he had asked if the work could be completed in 2 days and was told it could be, and that he was not told it would be done to a different, lower standard. Mr. Gaetz noted that even after the “fix” on March 4 and 5, 2019, there was still noticeable stretching, cuts and extreme bubbling in many areas. Mr. Gaetz advised that the wrap purchased by Pinnacle

had been “destroyed” due to Signature’s poor installation and that Pinnacle would have to pay approximately \$500 to have the damaged wrap removed.

16. Signature seeks payment of the full amount of its February 11, 2019 invoice. However, Pinnacle says the work was substandard and, in its counterclaim, seeks compensation for the damaged wrap and its removal.

Is Signature entitled to payment of \$1,663.20, for installation of the custom vehicle wrap?

17. In support of its claim, Signature provided photos of the vehicle after the wrap was initially installed. These photos were taken from a distance, and generally show the vehicle properly wrapped.
18. There are additional photos produced by both Signature and Pinnacle. Signature says they are photos that were taken before they fixed the issues in March 2019. However, it is unclear to me whether they were taken after the February 2019 work, or were taken by a third-party installation company, UW, after the March 2019 repairs. Signature says it did not take any photos of the vehicle after the March 2019 repairs. In any event, I am satisfied these photos show misalignment of the wrap, lifting, shrinking and peeling of edges of the wrap, and several poorly trimmed areas leading to visible white space.
19. As noted above, the burden of proof is on each applicant to show that it is entitled to compensation for the wrap installation. Both parties agree the February 2019 installation job was substandard. As I find there is no evidence before me that indicates the initial installation job was properly repaired in March 2019, I am unable to determine whether those repairs brought the installation job up to a reasonable standard. Therefore, I find Signature has not met its burden. Based on all the evidence, I find the wrap installation job was not completed to a satisfactory standard and Pinnacle is not obligated to pay for the service. As a result, I dismiss Signature’s claim for payment of its February 11, 2019 invoice.

Is Pinnacle entitled to payment of \$3,040.80, the cost of the damaged wrap and its removal?

20. Pinnacle says that Signature's poor installation work damaged the custom wrap and it had to be removed and a new wrap installed. Pinnacle seeks \$2,508.80, the cost of the damaged wrap, and \$532 for the removal of the damaged wrap and residue (\$475 plus tax). Signature says it felt the deficiencies had been repaired, and in any event, should have been allowed to correct any further issues itself.
21. In essence, Pinnacle's claim for damages is a negligence claim. In order to succeed in a claim of negligence, Pinnacle must establish each of the following elements on a balance of probabilities:
- a. Signature owed Pinnacle a duty of care,
 - b. Signature breached the standard of care,
 - c. Pinnacle sustained damages, and
 - d. Signature's breach of the standard of care caused Pinnacle's damages, in fact and in law.

Mustapha v. Culligan of Canada Ltd., 2008 SCC 27 at para 3

22. Clearly, Signature owed its customer, Pinnacle, a duty of care. I accept the February 2019 installation work performed by Signature breached the standard of care, as both parties agreed the work was not adequate. Based on my findings above, I also accept the deficiencies were not adequately remedied during the March 2019 repairs. The question then, is whether Signature's substandard installation work caused damage to Pinnacle's custom wrap and the need for its removal.
23. In support of its position, Pinnacle submitted a letter from a graphic installer at UW, the company who ultimately performed the removal and re-installation of a new wrap. The graphic installer advised he had over 10 years experience in installing

graphic wraps and stated the wrap installed by Signature was not installed to industry standards and “would have failed in many areas well before the expected life duration”, and that it had already started to fail and lift in several areas.

24. Signature says I cannot rely on the statement from UW, as it is one of Signature’s competitors, and submitted a statement from a customer who stated he had concerns with prior work done by UW.
25. In the circumstances, I am unable to place any weight on the statement from UW. Although the statement notes the wrap installation by Signature was not installed to “industry standards”, it fails to indicate what those industry standards are. Additionally, it is unclear whether the photos referred to in the report were taken before or after repairs were made in March 2019.
26. In any event, I am satisfied the issues with the wrap installation did cause damage to the wrap. The photos indicate that the wrap was poorly cut, bubbles had formed, and the wrap was lifting away from the vehicle in areas. Pinnacle stated that after washing the vehicle, water would seep between the wrap and the vehicle due to the bubbles and improper cuts.
27. Signature said it was never provided with an opportunity to remove, print and re-install a new wrap, but that Pinnacle went directly to another company for the work. I find that, given the previous concerns with Signature’s work, Pinnacle was entitled to go elsewhere to have the work done. I also take Signature’s statement to mean that in order to fix the remaining issues, it agrees the wrap would need to be removed, and a new wrap printed and installed.
28. Based on all of the evidence, I am satisfied Signature’s substandard installation work caused damage to Pinnacle’s custom wrap and required removal from the vehicle and a new wrap to be ordered and installed. Therefore, I find Signature must reimburse Pinnacle for the cost of the damaged wrap and the cost to remove the damaged wrap, for a total of \$3,040.80. I also find Pinnacle is entitled to pre-judgment interest based on the rates set out in the *Court Order Interest Act* (COIA),

from May 17, 2019, 30 days after the date of UW's invoice for the removal and re-installation work.

29. Under section 49 of the Act, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Pinnacle was successful, I find that it is entitled to reimbursement of its \$175 in tribunal fees. No dispute-related expenses were claimed. I dismiss Signature's claim for tribunal fees.

ORDERS

30. Within 30 days of the date of this decision, I order Signature to pay Pinnacle a total of \$3,224.57, broken down as follows:
- a. \$3,040.80 for a damaged vehicle wrap and removal costs,
 - b. \$8.77 in pre-judgment interest under the COIA, and
 - c. \$175.00 in tribunal fees.
31. Pinnacle is also entitled to post-judgment interest under the COIA.
32. Signature's claims are dismissed.
33. 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.

34. 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.

Andrea Ritchie, Vice Chair