



# Civil Resolution Tribunal

Date Issued: September 25, 2019

File: SC-2019-003127

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Richard Appels (dba App Electrical Services) v. Milani Plumbing Heating & Air Conditioning Ltd.*, 2019 BCCRT 1129

B E T W E E N :

RICHARD APPELS (Doing Business As APP ELECTRICAL SERVICES)

**APPLICANT**

A N D :

MILANI PLUMBING HEATING & AIR CONDITIONING LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about payment for electrical services. The applicant, Richard Appels (Doing Business As App Electrical Services), says the respondent, Milani Plumbing

Heating & Air Conditioning Ltd., owes \$3,891.21 for a “time and materials” electrical job the applicant says he did in March 2017.

2. The respondent says the applicant’s invoice does not match the purchase order for the job in question, and notes discrepancies in the applicant’s stated communications with the respondent’s representatives. For the reasons that follow, I dismiss the applicant’s claims.
3. The applicant is self-represented. The respondent is represented by an employee.

## **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* (CRTA). 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 the circumstances here, I find that I can fairly decide this dispute based on the written evidence and submissions before me.
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 9.3(2), in resolving this dispute the tribunal may do one or more of the following where permitted under section 118 of the CRTA: 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.

## ISSUE

8. The issue in this dispute is whether the respondent owes the applicant \$3,891.21 for an electrical job the applicant says he completed in March 2017.

## EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the burden of proof is on the applicant to prove his claims on a balance of probabilities. Although I have reviewed all of the parties' evidence and submissions, I have only referenced what I find necessary to give context to my decision.
10. The applicant's claim is for payment of his April 17, 2017 invoice #017-182, for \$3,891.21. The invoice refers to a Purchase Order (P/O) number 953160-173445, for the respondent with a contact "G". The invoice sets out labour for 5 individuals, including the applicant, for work done on March 9, 13, and 14, 2017. It also charges for various electrical materials. The invoice does not identify the job site location.
11. I note the invoice says it is due within 30 days, a common term. I find the limitation period started running from the invoice due date, which was May 17, 2017. While the work was completed and arguably billable on March 14, 2017, I find it was not unreasonable for the applicant to wait until April 17, 2017 to deal with billing. So, contrary to the respondent's evidence, the applicant started the dispute in time because he filed the application for dispute resolution with the tribunal on April 22, 2019. Bearing in mind the May 17, 2017 invoice due date, the applicant started this dispute within the 2-year limitation period set out in the *Limitation Act*.
12. However, the respondent says the applicant has mixed up the jobs and has not substantiated his invoice. The applicant says the P/O was given to him by the respondent's service department manager "R". Yet, the applicant's invoice has G as the contact name. The respondent says it has no employee or authorized person with G's name, and the applicant did not address this other than to say its office at the time used "previous information".

13. The applicant submitted an email he sent the respondent on May 2, 2019, which apparently attached his April 17, 2017 invoice. While the applicant refers to earlier requests for payment, they are not in evidence. In one of the applicant's emails to the respondent, he refers to photos of the job in question, but there are no photos in evidence.
14. More significantly, the respondent says the job for this P/O was done in Surrey, and not Richmond as alleged by the applicant. I acknowledge a March 9, 2017 text message between the applicant's son and R, in which R gave the P/O 953160-173445 and said it was for an address in Richmond. On March 14, 2017, R asked if the job was complete, and the applicant's son responded that day "Yea boys finished today". As discussed below, I infer the respondent's position is that the P/O was incorrect for the Richmond job.
15. In particular, the respondent says the amount of the applicant's invoice #017-182 is incorrect as it has no purchase order in its system for the \$3,891.21 claimed. The respondent says no employee would be authorized to engage a sub-contract at rates that high.
16. I accept the applicant did some work for the respondent at some point, which is not particularly disputed. However, based on the limited evidence before me, I am unable to find the respondent owes the applicant any money for this job or at all. The difficulty for the applicant is that he did not address the respondent's specific concerns about the invoice not matching the job in question. The applicant only says that his son took the P/O from R, which is shown in their text exchange. Yet, the applicant provided no statement from his son. The applicant did not provide any time sheet records or statements from any of the other labourers whose time he included on the invoice. In one of his arguments, the applicant says the respondent had the wrong address and project, and they said the applicant was to hook up only one air conditioning unit but there were actually three. Yet, the applicant provided no supporting documentation about the job and its scope, such as text messages or

emails at the time. The applicant bears the burden of proving his claim and based on the limited evidence before me I find he has not done so.

17. In summary, I find the applicant has not proved his invoice reflects work done for the respondent that remains unpaid. So, I find the applicant's claims must be dismissed.

18. According to the CRTA and the tribunal's rules, I dismiss the unsuccessful applicant's claim for reimbursement of tribunal fees. The successful respondent did not claim fees or expenses and so I make no order about it.

## **ORDER**

19. I order the applicant's claims, and this dispute, dismissed.

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Shelley Lopez, Vice Chair