



Civil Resolution Tribunal

Date Issued: September 26, 2019

File: SC-2019-003084

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Cassidy et al*, 2019 BCCRT 1132

B E T W E E N :

**ASLAN ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION &
SHEETMETAL SERVICES LTD.¹**

APPLICANT

A N D :

TANNER CASSIDY and ASHLYNN THOMPSON

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

¹ The applicant's name was cut off in the Dispute Notice, despite being entered correctly when the applicant inputted it. I have amended the style of cause to reflect the correct spelling of the applicant's name.

INTRODUCTION

1. This dispute is about payment for plumbing services.
2. The applicant Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services (Aslan) says it completed plumbing work for the respondents Tanner Cassidy and Ashlynn Thompson. Aslan says it conducted a bathroom rough in, installation of a shower valve and drain line and hooked up water and drain lines at their home. Aslan claims \$1,517.74 which it says is owing for the work.
3. In his Dispute Response, the respondent Tanner Cassidy says Aslan's plumbing work was negligent and caused their pipes to freeze and burst. He also says Aslan charged for work it did not complete. Mr. Cassidy asks that the dispute be dismissed.
4. The respondent Ashlynn Thompson was served with the Dispute Notice by regular mail on April 30, 2019 but did not file a Dispute Response. Aslan had identified the respondents as living at the same address.
5. Aslan is represented by its owner, Mark Williamson. Mr. Cassidy represents himself.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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.
9. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:
 - 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

10. The issue in this dispute is whether Ms. Thompson, Mr. Cassidy or both must pay Aslan \$1,517.74 for plumbing services

EVIDENCE AND ANALYSIS

11. In this civil claim, Aslan bears the burden of proof on a balance of probabilities. I only refer to the evidence and submissions below as I find necessary to provide context for my decision.
12. On December 27, 2018, Ms. Thompson requested plumbing work from Aslan. Aslan generated a Work Order that afternoon.
13. On January 15 and 18, 2019, Aslan completed installation of a shower valve and drain line and hook up for tub water lines and drain lines. Aslan documented that a test after the work was completed was “ok”.

14. Once the job was completed, Aslan completed details on the Work Order document, and then used this to generate an invoice. The handwritten details on the Work Order match those on the invoice Aslan issued to Ms. Thompson.
15. On January 19, 2019, Mr. Cassidy signed a Work Authorization Form for the job, in which I find he agreed to be charged \$98 per hour per labourer, for a two-hour minimum labour charge out, plus parts and mileage.
16. Aslan issued Ms. Thompson an invoice, number 19A1841P, for \$1,517.74. The invoice includes the scope of work completed, and details the parts used, including prices per piece and the number of pieces used.
17. The invoice also charges for 12 hours of labour at \$98 per hour, plus mileage of 109 kilometers at 0.95/kilometer. I find the labour was provided, because the Trackem report filed by Aslan shows its arrival and departure times from the respondents' home, consistent with the 12 hours on the invoice.
18. The invoice also lists a monthly rate of 1.5%, or 19.56% annual interest on overdue accounts. This is consistent with the Work Authorization Form.
19. Ms. Thompson failed to file a Dispute Response in time, having been served with the Dispute Notice by regular mail as permitted by the tribunal rules. Therefore, she is in default. As noted above, Ms. Thompson apparently lives at the same address as Mr. Cassidy. Her name appears on the Work Order and invoice discussed above. It was uncontested, and I find, that the agreement for Aslan to provide plumbing services was made by her, on behalf of her and her spouse, Mr. Cassidy. I have considered Mr. Cassidy's submissions as they apply to Ms. Thompson.
20. In February 2019, Aslan phoned Ms. Thompson to try and secure payment of their invoice. According to Aslan and not disputed by Mr. Cassidy, on February 5, 2019 Ms. Thompson said her husband had concerns about the bill and would contact Aslan.

21. On February 27, 2019, Mr. Cassidy emailed Aslan to complain that the plumbing work was defective because:
 - a. the plumber failed to replace insulation underneath two areas of work, with the result that the pipes froze and burst, damaging the home, and
 - b. the invoice charges included a “helper”, who did not do any work and was not authorized.
22. Mr. Cassidy wrote that he had another plumber come to fix the problems. However, Mr. Cassidy did not file a quote or invoice to prove that he hired another plumber to fix the alleged defects in Aslan’s work.
23. On March 5, 2019, Aslan’s accounts receivable representative, L.A., wrote back to say that the technician had put the insulation back in, and that the helper on the job did provide necessary labour.
24. Mr. Cassidy contended, in an email with Aslan, that L.A. had told him the technician did not replace the insulation. I find that this assertion is inconsistent with Aslan’s emails. I find that L.A. did not tell Mr. Cassidy that the insulation was left out.
25. Mr. Cassidy submits that he did some of the work, such as cutting a hole through a wall. While that may be so, it does not excuse him from paying for Aslan’s plumbing work completed.
26. Mr. Cassidy also submits that Aslan failed to complete some of the work.
27. Where defective work is alleged, the burden of proof is on the party asserting the defects. So, Mr. Cassidy must prove on a balance of probabilities that Aslan breached their agreement by failing to complete the work properly: *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124.
28. Aslan’s invoice detailed the work it completed, and Mr. Cassidy did file any photographs showing missing insulation, nor any opinion, quote or invoice from another plumber to prove how Aslan’s work was defective.

29. For these reasons, I find that Aslan's work was completed as described and in satisfactory manner. I find it more likely than not that the insulation was replaced as Aslan contends.
30. Mr. Cassidy submits that the "helper" charges were not agreed in advance. I disagree. Based on the documents filed in evidence, I find that Mr. Cassidy and Ms. Thompson were aware of the per hour labour charge, and that it would be charged per person. There was nothing in the Work Authorization limiting the number of labourers who would complete the work.
31. I find that the respondents owe Aslan \$1,517.74 for the plumbing work.
32. Aslan is entitled to 19.56% annual contractual interest on the \$1,517.74 from February 20, 2019, 30 days after the invoice was issued, to the date of this decision. This equals \$174.87.
33. Under section 49 of the CRTA 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 Aslan is entitled to reimbursement of \$125 in tribunal fees. Aslan did not claim dispute-related expenses.

ORDERS

34. Within 30 days of the date of this order, I order the respondents to pay Aslan a total of \$1,817.61, broken down as follows:
 - a. \$1,517.74 in payment of the invoice for January 2019 plumbing services,
 - b. \$174.87 in contractual interest, and
 - c. \$125 tribunal fees.
35. Aslan is entitled to post-judgment interest, as applicable.

36. Under section 48 of the CRTA, 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.
37. Under section 58.1 of the CRTA, 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