



# Civil Resolution Tribunal

Date Issued: February 19, 2020

File: SC-2019-008315

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Criffel Management Ltd. v. David S. Lee Engineering Ltd.*,  
2020 BCCRT 191

B E T W E E N :

CRIFFEL MANAGEMENT LTD.

**APPLICANT**

A N D :

DAVID S. LEE ENGINEERING LTD. and DAVID S. LEE

**RESPONDENTS**

---

## REASONS FOR DECISION

---

Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. The applicant, Criffel Management Ltd., provides cleaning services under the business name Jan-Pro Cleaning Systems, Inc. (Jan-Pro). The applicant says that the respondents, David S. Lee Engineering Ltd. and David S. Lee, failed to pay for

cleaning services that it provided under a cleaning contract. The applicant seeks \$819 for the unpaid cleaning services.

2. The respondents say they do not owe anything because Jan-Pro provided poor service.
3. The applicant is represented by an employee or principal. David S. Lee represents himself, and as discussed below I find he also represents David S. Lee Engineering Ltd.

## **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. I decided to hear this dispute through written submissions only. There are no significant issues of credibility or other reasons that might require an oral hearing.
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 its elf in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

8. David S. Lee Engineering Ltd. did not file a Dispute Response. However, I find that David S. Lee intended to file his Dispute Response both on his own behalf and for David S. Lee Engineering Ltd. Therefore, I do not consider David S. Lee Engineering Ltd. to be in default in this dispute.

## **ISSUE**

9. The issue in this dispute is whether the respondents owe the applicant \$819 for cleaning services, or whether they owe less than that because the applicant provided poor service.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant bears the burden of proving its claim, on a balance of probabilities. I have read all the parties' evidence and submissions, but I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. The applicant submitted a September 18, 2018 cleaning contract between Criffel Management Ltd. dba Jan-Pro Cleaning Systems, Inc. and "DS Lee Engineering". The respondents say they only dealt with Jan-Pro, but I find that Jan-Pro is simply another name for the applicant. The DS Lee Engineering office manager signed the contract. The applicant's invoices and communications were directed to DS Lee Engineering and its personnel. However, the parties did not submit any direct evidence of a relationship between DS Lee Engineering and the respondents.
12. In their submissions, the respondents do not deny that they entered into the cleaning contract as DS Lee Engineering, that they initially made payments for the cleaning services, and that they spoke with Jan-Pro personnel who cleaned the respondents' premises. There is no evidence before me showing that DS Lee Engineering is the name of an incorporated company or partnership. As a result, on balance I find that David S. Lee is the sole proprietor of DS Lee Engineering. I also find that David S. Lee agreed to the cleaning contract on behalf of himself and

David S. Lee Engineering Ltd. Therefore, I find the respondents are responsible for any payments under the cleaning contract.

13. The applicant submitted April, May, June, and July 2019 invoices and an account summary, showing that the respondents had not paid those four invoices, which totalled \$819. A December 20, 2019 letter from one of the applicant's cleaners says that he completed the required cleaning for DS Lee Engineering from September 2018 through to July 2019.
14. In a July 31, 2019 email to the DS Lee Engineering office manager, the applicant said it would cease the cleaning services until its account balance was paid in full. The office manager responded on August 1, 2019, saying that the account would be paid in full in the next couple of days. However, no further payments were made.
15. The respondents do not deny that the unpaid invoices were accurately calculated, or that cleaning services were provided from April 2019 to July 2019. Instead, the respondents say they received unsatisfactory service at that time, and they told the applicant's cleaner they would stop payment until performance improved. The respondents allege that the cleaner did not relay this message to the applicant.
16. Where defective work is alleged, the burden of proof is on the party asserting the defects. So, the respondents must prove on a balance of probabilities that the applicant breached their contract by failing to provide cleaning services that were of reasonable quality (see *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124).
17. The respondents submitted no evidence in support of their argument that the cleaning services were deficient, such as photos, employee statements, correspondence with applicant personnel, or other evidence. The respondents also provided no evidence that they told the applicant's cleaner they would suspend payment until the cleaning service improved. Rather, the August 1, 2019 email from the DS Lee Engineering office manager acknowledged the unpaid account balance and said it would be paid in full.

18. I find the respondents have not met their burden of proving that the applicant's cleaning services were not of reasonable quality. On the evidence before me, I find the applicant provided the agreed-upon cleaning services to the respondents from April 2019 to July 2019, and the respondents did not pay for those services. Therefore, I conclude the respondents owe the applicant \$819.
19. The *Court Order Interest Act* (COIA) applies to the tribunal. The applicant is entitled to pre-judgment interest under the COIA on the \$819 owed. As to when this interest should be calculated from, I note the applicant's emails indicate a disagreement over the payment terms of the unpaid invoices. The COIA allows interest to be paid at a rate considered appropriate in the circumstances. Keeping in mind that the applicant did not seek a specific sum of interest, and the tribunal's mandate of proportionality in its decision making, I find it is appropriate to consider all the amounts owing as being due on August 1, 2019. This is the date the applicant ceased providing cleaning services because of the unpaid invoices. Court order interest is therefore calculated from August 1, 2019 until the date of this decision. This equals \$8.88.
21. 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. The applicant was successful, so I find it is entitled to the \$125 it paid in tribunal fees. No dispute-related expenses were claimed.

## **ORDERS**

20. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$952.88, broken down as follows:
  - a. \$819 in debt as payment for cleaning services,
  - b. \$8.88 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 for tribunal fees.

21. The applicant is entitled to post-judgment interest, as applicable.
22. 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.
23. 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.

---

Chad McCarthy, Tribunal Member