Civil Resolution Tribunal

Date Issued: March 6, 2020

File: SC-2019-005292

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Blackstone Paving Inc. v. Sander,* 2020 BCCRT 266

B E T W E E N :

BLACKSTONE PAVING INC.

APPLICANT

A N D :

SABINA SANDER, TONY SINGH, and BUILDOLOGIST
CONSTRUCTION GROUP LTD.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member: Julie K. Gibson

INTRODUCTION

1.   This dispute is about payment for paving services.

2. The applicant Blackstone Paving Inc. (Blackstone) says it provided paving services to the respondents Tony Singh, Sabina Sander, and Buildologist Construction Group Ltd. (Buildologist) but was not paid in full. Blackstone claims $2,556.60 in unpaid charges.

3. Mr. Singh denies that Blackstone did any work at his personal property. Mr. Singh says the work was completed for Buildologist.

4. Buildologist agrees that it has not paid the applicant's invoice in full but denies that it owes the claimed amount. Buildologist says that the work should have been charged at the price Blackstone quoted in 2017, and not the price quoted in 2018.

5. Blackstone is represented by business contact Roger Sakhon. Ms. Sander did not file a Dispute Response, as discussed further below. Mr. Singh represents himself personally and represents Buildologist, as its business contact.

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. 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. Ms. Sander is in default for failing to file a Dispute Response. While ordinarily liability is assumed in default, I find that Blackstone has not proven any claim against Ms. Sander, on the evidence filed in this dispute. Ms. Sander's only role was in returning a signed quote to Blackstone in summer 2018. I find that Ms. Sander returned the quote in her role as a Buildologist employee. Therefore, I dismiss the claim against her personally.

10. I also dismiss the claim against Mr. Singh. I find that Blackstone provided its quotes to and received partial payment from Buildologist only. I also find that Mr. Singh did not receive any personal benefit. I therefore find Blackstone has not proven any claim against Mr. Singh personally.

ISSUE

11. The issue in this dispute is whether Buildologist must pay Blackstone the remaining $2,556.60 or paving work, which Blackstone says is owing under their agreement.

EVIDENCE AND ANALYSIS

12. In this civil claim, Blackstone bears the burden of proof on a balance of probabilities.

13. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision. Buildologist provided no submissions despite being given the opportunity to do so.

14. On February 1, 2017, Blackstone gave Mr. Singh, as Buildologist's contact, a quote for $12,480.00 plus GST for paving work. Mr. Singh signed the quote and returned it to Blackstone, accepting the offer. I find it was an implied term of this signed quote that if the work was not booked within a reasonable time frame, Blackstone could

opt to prepare an updated quote. I say this because the costs of providing a particular service change, and typically increase, over time.

15. On July 27, 2018, Blackstone gave Mr. Singh, again as Buildologist's contact, a quote for $14,352.00 plus GST for paving work to be completed. The second quote was also signed by someone at Buildologist, though the signature does not match Mr. Singh's February 2017 signature.

16. In either July or August 2018, I find the signed July 2018 quote was returned to Blackstone by email from Ms. Sander, as a Buildologist employee.

17. It is undisputed and I find that, in late August 2018, Blackstone completed the paving work as described in the July 2018 quote.

18. On August 27, 2018, Blackstone invoiced Buildologist $14,352.00 plus GST, which equals $15,069.60.

19. Between August 27, 2018 and January 30, 2019, Buildologist paid Blackstone $12,558.00 towards the invoice, through a series of post-dated cheques with the last being for $2,511.60.

20. On January 30, 2019, Blackstone attempted to cash the final $2,511.60 cheque from Blackstone for the paving work. However, the cheque was returned for insufficient funds. I find that this is the remaining amount owing to Blackstone, which is slightly different than their claimed $2,556.60.

21. I find that Buildologist owes Blackstone the remaining $2,511.60, under the July 2018 quote. Contrary to Buildologist's statement of evidence, in which it wrote that the price should be limited to the $12,480.00 plus GST in the February 2017 quote, I find that the July 2018 quote was the most recent agreed upon quote provided for the work. I find that Blackstone and Buildologist agreed on the updated price in summer 2018. The chain of emails proves that both parties understood this price when the work was booked.

22. The *Court Order Interest Act* applies to the tribunal. Blackstone is entitled to pre-judgement interest on the $2,511.60 from August 27, 2018, the date of the invoice, to the date of this decision. This equals $70.50.

23. 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 Blackstone is entitled to reimbursement of $175 in tribunal fees. Blackstone did not claim dispute-related expenses.

ORDERS

24. Within 30 days of the date of this order, I order Buildologist Construction Group Ltd. to pay Blackstone Paving Inc. a total of $2,757.10, broken down as follows:

   a. $2,511.60 for the remaining amount owing for paving work,

   b. $70.50 in pre-judgment interest under the *Court Order Interest Act*, and

   c. $175 in tribunal fees.

25. Blackstone Paving Inc. is entitled to post-judgment interest, as applicable. The applicant's claims against Mr. Singh and Ms. Sander are dismissed.

26. 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.

27. 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.

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Julie K. Gibson, Tribunal Member