Civil Resolution Tribunal

Date Issued: March 26, 2020

File: SC-2019-009621

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Godard v. Canadian Community Housing Ltd.*, 2020 BCCRT 342

BETWEEN:

KERI GODARD

APPLICANT

AND:

CANADIAN COMMUNITY HOUSING LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about cleaning services.

2. The applicant, Keri Godard, says she was hired by the respondent, Canadian Community Housing Ltd., to perform post-construction cleaning on 16 units in an

apartment complex. The applicant says the respondent failed to pay her final invoice of $589.50. In contrast, the respondent says it paid the applicant in full for her services before the $589.50 invoice was issued, and that the applicant actually overcharged for the cleaning services. It denies owing the applicant any more money.

3. The applicant is self-represented. The respondent is represented by its owner.

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. 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.

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. In resolving this dispute the tribunal may make one or more of the following orders, where permitted by 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

8. The issue in this dispute is whether the respondent owes the applicant $598.50 for cleaning services.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.

10. It is undisputed that the respondent connected with the applicant through Craigslist for cleaning services on the respondent's apartment complex construction site. There was no written contract, but the applicant says the parties agreed to $30 per hour for cleaning the 16 units, each approximately 312 square feet. The respondent does not specifically dispute this was the arrangement, but says the applicant billed "a random amount" for the services, and specifically, that she overcharged it by cleaning some units up to 4 times and generally spending too long in each unit.

11. In response, the applicant says the respondent asked her to clean some units even though construction was still ongoing. She says this led to having to re-clean the units each time more construction work was done. The applicant provided text messages between the parties where she advised the respondent the units would need to be re-done, to which the respondent replied "ok". Additionally, the applicant explains that post-construction cleaning takes longer because of having to scrape off excess drywall mud, settling of drywall dust, taking stickers and glue off surfaces, and cleaning every wall and inside all cabinets. The parties' text messages indicate that at one point the parties discussed the length of time it took

to clean the units. The applicant asked the respondent how many hours it would like spent in each unit, and advised if the respondent wanted to limit the hours, she could do a more "basic" clean. It is unclear whether the respondent ever responded to this message.

12. In any event, the evidence indicates that on September 24, 2019, the applicant left a bill in one of the units for her and her employees' work from August 22 to September 23, 2019 (51 hours) for a total of $1,606.50 including tax. It is undisputed the respondent paid this invoice in full. The applicant says the September 24, 2019 invoice was a partial bill for work done up to September 23, 2019, that more work was completed on September 24, 2019, the day she issued the first bill, and that further work was needed as construction was not yet complete. The applicant says she and two employees worked an additional 19 hours in total on September 24, 2019, and that the parties agreed she would return for a final floor clean once construction was complete. However, the parties' relationship ended before the final cleaning happened. In her claim, the applicant seeks $589.50, which she says is the outstanding amount for the 19 hours of unpaid cleaning work completed on September 24, 2019.

13. In contrast, the respondent says the September 24, 2019 invoice was final, and that it paid the invoice and dropped off the applicant's cleaning supplies at her home in early October 2019. It says it fired the applicant because she was overcharging by spending too long cleaning each unit. It also says it should not have to pay the remaining invoice because it had to have another cleaner go in to finish the work.

14. Given all of the evidence, I find the parties agreed the applicant would perform cleaning services on the respondent's construction site. I find the September 24, 2019 invoice was an interim invoice and that the parties' understanding was that the applicant and her employees would continue to provide cleaning services after the invoice was produced, which I find she did. The parties' text messages show that the applicant notified the respondent of the work she completed on September 24, 2019, and the messages further show the parties trying to coordinate further

cleaning services after that date, subject to the construction schedule. I find the applicant provided 19 hours of cleaning services on September 24, 2019 and was anticipating a return for a final clean when the respondent ended the agreement in early October 2019. I find the fact the respondent acknowledges it terminated the agreement and returned the applicant's cleaning supplies is consistent with the fact the parties originally intended there would be further services after the September 24, 2019 invoice. On balance, I find the applicant is entitlement to payment for the 19 hours of cleaning work completed after the September 24, 2019 invoice was issued and before the agreement was terminated.

15. Although the respondent says the applicant overcharged it, I do not agree. I accept the applicant's explanation of why the rooms were cleaned multiple times and that post-construction cleaning is time consuming, and I find the explanation is consistent with the parties' contemporaneous text messages. In support of its submission that it was overcharged, the respondent provided an invoice from a different cleaner, which it says shows the applicant charged too much. However, I find an alternative cleaner's rate irrelevant to the parties' agreement.

16. In summary, I find the respondent must pay the applicant $589.50 for unpaid cleaning services. The applicant is also entitled to pre-judgment interest on this amount, under the *Court Order Interest Act*. Calculated from October 3, 2019, the approximate date the parties' agreement ended, this amounts to $5.54.

17. Under section 49 of the CRTA, 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 the applicant was successful, I find that she is entitled to reimbursement of $125 in paid tribunal fees. No dispute-related expenses were claimed.

ORDERS

18. Within 30 days of the date of this decision, I order the respondent, Canadian Community Housing Ltd. to pay the applicant, Keri Godard, a total of $720.04, broken down as follows:

    a. $589.50 in debt for unpaid cleaning services,

    b. $5.54 in pre-judgment interest under the *Court Order Interest Act*, and

    c. $125 in tribunal fees.

19. The applicant is also entitled to post-judgment interest, as applicable.

20. 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.

21. 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.

Andrea Ritchie, Vice Chair