



Civil Resolution Tribunal

Date Issued: May 15, 2020

File: SC-2019-006201

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pendozi Machine Shop Ltd. v. George Hubert (dba Osoyoos Marine)*,
2020 BCCRT 538

B E T W E E N :

PENDOZI MACHINE SHOP LTD.

APPLICANT

A N D :

GEORGE HUBERT (Doing Business As OSOYOOS MARINE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about 6 unpaid invoices for auto parts and supplies. The applicant, Pendozi Machine Shop Ltd., seeks payment of \$2,729.88 from the respondent, George Hubert (doing business as Osoyoos Marine).

2. The respondent acknowledges he owes the applicant money for auto parts and supplies. However, he says the amount owing should be reduced because the applicant provided him faulty machine shop work, causing damage and financial loss. The applicant denies it did anything wrong.
3. The applicant is represented by an employee or principal. The respondent is self-represented.

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 because I find that 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 itself 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.

ISSUE

8. The issues in this dispute is whether the respondent must pay the applicant \$2,729.88 for 6 unpaid invoices.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the arguments to the extent necessary to explain my decision.
10. The applicant sells car parts and body shop supplies. An internal computer printout from the applicant shows the respondent has an account with the applicant and owes \$2,729.88. The applicant provided 6 underlying invoices for this debt. The invoices are for auto parts, with various dates from September 12, 2018 to June 12, 2019. Each invoice shows the respondent as the billed customer. The invoices total \$2,724.43, which is slightly less than the claim and printout amount of \$2,729.88. There is no explanation for the discrepancy, and I am unable to reconcile the small difference on the evidence and submissions before me.
11. The respondent does not deny the applicant provided the invoiced parts. He also acknowledges the invoices are unpaid. Given the applicant's evidence and the respondent's submissions, I find the applicant has proven its claim to the extent supported by the invoices, which is \$2,724.43.
12. As noted above, the respondent says he should not pay because the applicant damaged his car through faulty workmanship. However, the respondent did not provide any details. The respondent also said he had invoices and an opinion from a certified mechanic to support his position. Yet, the respondent did not provide any evidence, though he had the opportunity to do so.
13. The applicant explains the respondent previously complained that the applicant installed the wrong valve springs in his car cylinder heads. The applicant says it invited the respondent to bring the cylinder heads in for inspection and the

respondent agreed to do so, but never followed through. The applicant also says the respondent never provided it any proof of his claims.

14. Generally, the party alleging work is defective has the burden of proof to establish the defects: *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124. Given the respondent's vague submissions, lack of evidence and the applicant's differing submissions, I find the respondent has no basis in fact or law for denying the applicant payment.
15. I find the applicant is entitled to payment of \$2,724.43 in debt. The applicant previously claimed contractual interest but no longer pursues that claim. The *Court Order Interest Act* (COIA) applies to the tribunal. I find the applicant is still entitled to pre-judgment interest on the \$2,724.43 debt, calculated on the amounts and from the date of each of the 6 underlying invoices, to the date of this decision. This equals \$71.06.
16. 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. As the successful party, I find the applicant is entitled to reimbursement of \$125 in tribunal fees. There were no dispute-related expenses claimed.

ORDERS

17. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$2,920.49, broken down as follows:
 - a. \$2,724.43 in debt,
 - b. \$71.06 in pre-judgment interest under the COIA, and
 - c. \$125 in tribunal fees.
18. The applicant is entitled to post-judgment interest, as applicable.

19. 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. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The tribunal can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the tribunal will not have this ability. A party should contact the tribunal as soon as possible if they want to ask the tribunal to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.
20. 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.

David Jiang, Tribunal Member