



Civil Resolution Tribunal

Date Issued: June 12, 2020

File: SC-2019-006267

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Parallax Contracting Ltd. v. 21CT Liberty Trades Ltd.*, 2020 BCCRT 657

B E T W E E N :

PARALLAX CONTRACTING LTD

APPLICANT

A N D :

21CT LIBERTY TRADES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about whether a tiling and flooring subcontractor satisfactorily completed work a contractor paid it to do.
2. The applicant Parallax Contracting Ltd (Parallax) hired the respondent 21CT Liberty Trade Ltd. (Liberty) to complete a laminate flooring and tile job. Parallax says

Liberty failed to complete the job satisfactorily, damaged client property. Parallax says that project timelines were delayed as a result and that it had to re-do the entire job. Parallax seeks \$4,750, a full refund of what it paid Liberty for this work.

3. Liberty says it had to install the laminate flooring in only 2 days, and that its team worked on a Saturday to make the deadline. Liberty says the flooring product's quality was poor, with visible marks on it.
4. Parallax is represented by business contact JSM. Liberty is represented by business contact ER.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT 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.
6. The CRT 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.
7. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Liberty completed flooring installation and tiling work in a satisfactory way and, if not, what remedy is appropriate.

EVIDENCE AND ANALYSIS

10. In this civil claim, Parallax bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
11. I find the following undisputed facts:
 - a. Parallax engaged Liberty as a tiling and flooring installation subcontractor to work on a construction project.
 - b. On April 16, 2019, Parallax paid Liberty \$4,750 for the project, before the work was completed.
12. The parties disagree about whether the tiling and flooring installation work was completed satisfactorily.
13. For the reasons given below, I find that Liberty's work was not completed in a satisfactory manner, and that Liberty must therefore refund Parallax the full \$4,750 for the project.

Bathroom Tiling

14. Liberty admits that the mosaic tiling was not completed to an acceptable level of quality. I find that Liberty must refund Parallax for the mosaic tiling work in the bathroom. The parties did not explain what part of the full cost was paid for the bathroom tiling.
15. As for the other tiling work, Parallax's submitted photos show that the tiles were poorly cut and unevenly installed, grout application was uneven and, in many cases,

there was not any, or enough, adhesion agent placed on the back of the tiles to ensure they would remain in place. Parallax also submitted several photographs showing that it removed and re-did the tiling work in the bathroom.

16. I find that the photographs prove deficiencies that can be discerned even by the untrained observer. As a result, I find that I do not require expert evidence to find that Liberty's work was deficient in the circumstances.
17. JSM explained the deficiencies in Liberty's work, in an August 6, 2019 email to ER. ER responded but did not address the specific problems with the work product.
18. Liberty submits that there was a bathroom leak at the site, causing Parallax to re-do some tiling. Parallax denies any leak. I find the evidence does not prove whether or not a leak occurred. ER's email to JSM in August 2019 makes no mention of a leak. I prefer Parallax's evidence on this point because its other evidence is consistent with photographs of the job and the tile re-installation.
19. I find that Liberty must refund Parallax the money it was paid to do the bathroom tiling work in full. Again, the parties did not provide a breakdown of how much of the payment was for bathroom tiling work.

Flooring

20. Parallax provided photographs showing that Liberty stored flooring planks against the walls, caused scratches and small indentations to the building walls. The photographs also prove that the tongue and groove needed to fix planks together was sawn off several floorboards, making them unusable. I also find that the photographs show scratches on the edges of the flooring, consistent with poor installation. These observations can be made by an untrained observer reviewing the photographs, and so I find that I do not need expert evidence to find these deficiencies.
21. Liberty says the laminate flooring product was of poor quality. Liberty says its crew was asked to stop installing it about half way through because the flooring had

marks and scratches on it. Liberty says these marks and scratches were not caused by its installation crew.

22. Whether or not the flooring product itself had surface scratches on it to start with, I find that the photographs prove that the flooring was not installed to an acceptable standard. The photographs reveal obvious defects, such as floorboards being laid in an uneven way, with underlay upside-down, and tongue and groove connectors missing from some boards.
23. I find that Liberty must refund Parallax the full amount it was paid to install the laminate flooring.
24. Because Parallax had to re-do the work for which it paid Liberty, but which Liberty failed to complete in a satisfactory manner, I find that Liberty must refund Parallax \$4,750.
25. The *Court Order Interest Act* applies to the CRT. Parallax is entitled to pre-judgement interest on the \$4,750 from April 16, 2019, the date it paid Liberty, to the date of this decision. This equals \$107.60.
26. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find Parallax is entitled to reimbursement of \$200 in CRT fees. Parallax did not claim dispute-related expenses. As Liberty was unsuccessful, I dismiss its claim for reimbursement of CRT fees.

ORDERS

27. Within 30 days of the date of this order, I order Liberty to pay Parallax a total of \$5,057.60, broken down as follows:
 - a. \$4,750 as a refund for the flooring and tiling work payment,

- b. \$107.60 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$200 in CRT fees.

28. Parallax is entitled to post-judgment interest, as applicable.

29. Under section 48 of the CRTA, the CRT 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 CRT'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 CRT can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the CRT will not have this ability. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

30. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Julie K. Gibson, Tribunal Member