



Civil Resolution Tribunal

Date Issued: June 12, 2020

File: SC-2019-007478

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Buttar v. Bhangoo*, 2020 BCCRT 658

BETWEEN:

HARWINDER BUTTAR

APPLICANT

AND:

JAGDEEP BHANGOO and BHANGOO RENOVATION LTD.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. The applicant, Harwinder Buttar, says he worked on 3 different renovation projects for the respondent company Bhangoo Renovation Ltd. in early 2019. He says he has not been paid in full and claims a total of \$4,755 for his work on all 3 projects. Mr. Buttar represents himself.

2. Mr. Bhangoo is the principal of the respondent Bhangoo Renovation Ltd. and represents both himself and the respondent company in this dispute. Mr. Bhangoo says he paid Mr. Buttar in full and asks that the claims be dismissed.

JURISDICTION AND PROCEDURE

3. 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.
4. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. 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.
5. Most of the argument in this dispute amounts to a "he said, he said" scenario, with each party calling into question the credibility of the other. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required in all cases where credibility is in issue. I have considered the CRT's mandate of proportionality and a speedy resolution of disputes. I am satisfied that I can assess and weigh the evidence and submissions before me without holding an oral hearing.
6. 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 tribunal considers appropriate.

ISSUE

7. The issue in this dispute is whether either respondent owes anything further to the applicant for his renovation services and, if so, how much?

EVIDENCE AND ANALYSIS

8. In a civil claim, such as this, Mr. Buttar must prove his claims on a balance of probabilities. Although I have read all the parties' submissions and evidence, I will only refer to what is needed to explain my decisions. The respondents did not provide any evidence in this dispute, despite being given the opportunity to do so.
9. To begin with, Mr. Bhangoo did not file a Dispute Response in his personal capacity, as required by the CRT rules. He did file a Dispute Response and submissions as the representative of his company, Bhangoo Renovation Ltd. In that Dispute Response, Mr. Bhangoo provides his version of events and addresses Mr. Buttar's allegations against himself personally. I accept that Mr. Bhangoo intended to represent both himself and his company with the one Dispute Response he filed. I accept the filed Dispute Response applies to both Bhangoo Renovation Ltd. and Mr. Bhangoo personally, and I find Mr. Bhangoo is not in default for failing to file a Dispute Response.
10. Turning to the facts, Mr. Buttar and Mr. Bhangoo agree that they worked together on a residential renovation project. Based on Mr. Buttar's text messages and submissions, I find Mr. Buttar and Mr. Bhangoo worked on the project between the end of December 2018 and the end of May 2019. Based on Mr. Buttar's photos in evidence, and his submissions, I find the work included removing and installing laminate flooring throughout a two storey house, tiling 3 bathrooms, installing a fireplace and surrounding tile, and installing backsplash tile in 2 kitchens.
11. Mr. Buttar says that he and Mr. Bhangoo discussed payment on December 22, 2018, after looking at the house and discussing the project's scope. Mr. Buttar says Mr. Bhangoo expected to charge his client \$23,000 for the project, to make \$14,000

profit, and says he offered to pay Mr. Buttar half of the profit. Mr. Buttar offered to do his share of the work for a \$6,000 flat fee and says Mr. Bhangoo agreed to that.

12. Mr. Buttar says Mr. Bhangoo told him that the homeowners paid Mr. Bhangoo the first of three installments at the end of December 2018. Mr. Buttar says he asked Mr. Bhangoo to pay him at that time but was told to wait. Mr. Buttar says Mr. Bhangoo paid him \$2,000 on February 7, 2019 and said he would pay Mr. Buttar the rest at the end of the project.
13. Mr. Buttar says he and Mr. Bhangoo finished most of their work on the project by February 17, 2019. Mr. Buttar says the homeowners paid Mr. Bhangoo the second installment at that time. After other contractors finished their work, Mr. Bhangoo and Mr. Buttar returned to the job site in May 2019. Based on Mr. Buttar's photos, I find the two finished their work on the project on or before May 26, 2019.
14. In contrast, Mr. Bhangoo denies agreeing to pay Mr. Buttar \$6,000. He says he paid Mr. Buttar \$2,000 on his "assessment of profit made on this property and as agreed" (quote reproduced as written). Mr. Bhangoo provided no details about his costs, his profit, or details about what he says Mr. Buttar agreed to for payment.
15. I find it unlikely that Mr. Bhangoo would pay Mr. Buttar, in full, before their joint work on the project was completed. Given Mr. Bhangoo had been paid only the first of three installments by the homeowner at this time, I find the February 7, 2019 payment of \$2,000 was likely a first instalment toward an agreed \$6,000 fee, despite that the joint work was mostly completed.
16. Mr. Bhangoo further says Mr. Buttar was only a helper and that the homeowner was dissatisfied with Mr. Buttar's work so Mr. Bhangoo had to fix it. Mr. Bhangoo says, because he had to spend time and money fixing Mr. Buttar's mistakes, his profit margin was substantially reduced.
17. Mr. Buttar says neither Mr. Bhangoo, nor the homeowners told him that there were problems with his work. Mr. Buttar says the homeowners called him several times in June 2019 asking for a final invoice, as they were unable to reach Mr. Bhangoo.

Based on Mr. Buttar's phone records, I find that he spoke with the homeowners several times in June 2019 and I accept Mr. Buttar's statement that the homeowners did not tell him that they were dissatisfied with his work.

18. The burden of proving mistakes, or deficiencies, is on the person alleging them, here Mr. Bhangoo (see *Lund v. Appleford*, 2017 BCPC 91). Mr. Bhangoo did not provide any evidence supporting any mistakes or provide any details about Mr. Buttar's alleged mistakes. Further, I find it unlikely Mr. Bhangoo would have hired Mr. Buttar to work with him on two other projects in January and February 2019, if he was unhappy with Mr. Buttar's work on the first project. I find Mr. Bhangoo has failed to prove Mr. Buttar's work was deficient. I find he is not justified in paying Mr. Buttar less money due to alleged poor work.
19. Mr. Buttar says he asked Mr. Bhangoo for the rest of his payment on June 22, 2019, and several more times in June and July 2019 but Mr. Bhangoo refused. I accept this as true as Mr. Bhangoo does not deny it and Mr. Buttar's phone records show he called Mr. Bhangoo several times.
20. On balance, I prefer and accept Mr. Buttar's version of events. I find Mr. Bhangoo verbally agreed to pay Mr. Buttar \$6,000 for his work on the project. I find Mr. Bhangoo has already paid \$2,000 and thus owes Mr. Buttar a further \$4,000 on this claim.
21. Next, Mr. Buttar says Mr. Bhangoo hired him to install laminate flooring and baseboard at a second home on January 2, 2019. Mr. Buttar says Mr. Bhangoo agreed to split the profits "50/50", which I interpret to mean Mr. Buttar and Mr. Bhangoo each get half the profit. Mr. Bhangoo does not dispute these statements and so I accept them as true.
22. Mr. Buttar says Mr. Bhangoo also hired him to install laminate flooring at a third home on February 24, 2019. I find this to be true, based on the parties' text messages describing how the laminate was to be installed. Mr. Buttar says he and Mr. Bhangoo agreed to also split the profits from the third project "50/50".

23. Mr. Buttar says Mr. Bhangoo owes him \$525 for the January 2, 2019 job, and \$230 for the February 24, 2019 job. Mr. Bhangoo says he has paid Mr. Buttar in full for these jobs, as part of the \$2,000 he paid Mr. Buttar on the first project. I find it unlikely that Mr. Bhangoo would pay Mr. Buttar more than 2 weeks in advance for the February 24, 2019 job. I do not accept the \$2,000 payment was intended to pay Mr. Buttar for all three jobs.
24. However, Mr. Buttar did not provide any evidence, or submissions, on whether Mr. Bhangoo made any profit on either job, or what the value of half that profit would be. I find Mr. Buttar has failed to prove that Mr. Bhangoo owes him \$525 for the January 2, 2019 work, or \$230 for the February 24, 2019 work. I dismiss these claims.
25. Finally, although Mr. Buttar claims he worked on all 3 projects for “the company” he has not provided any submissions or evidence explaining how the company is involved. Based on Mr. Buttar’s arguments, I find it likely that Mr. Buttar entered into a verbal agreement with Mr. Bhangoo in his personal capacity, and not in his capacity as a company representative. As there is no evidence supporting the company’s involvement in this dispute, I dismiss the claims against Bhangoo Renovation Ltd. I find Mr. Bhangoo is solely responsible for the \$4,000 award.
26. The *Court Order Interest Act* applies to the CRT. Mr. Buttar is entitled to pre-judgment interest on the \$4,000 from June 22, 2019, the date he demanded full payment, to the date of this decision. This interest equals \$76.29.
27. Under section 49 of the CRTA and tribunal rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Buttar was only successful on 1 of his 3 claims, I find he is entitled to reimbursement of \$50 of his CRT fees, which is approximately 1/3 of the fees he paid.

ORDERS

28. Within 30 days of the date of this order, I order Mr. Bhangoo and Bhangoo Renovation Ltd. to pay Mr. Buttar a total of \$4,126.29, broken down as follows:
- a. \$4,000 in debt, as final payment for the Sage project,
 - b. \$76.29 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$50 in CRT fees.
29. Mr. Buttar is entitled to post-judgment interest, as applicable.
30. 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.

31. 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.

Sherelle Goodwin, Tribunal Member