



Civil Resolution Tribunal

Date Issued: June 25, 2020

File: SC-2019-011067

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Grise v. Pringle*, 2020 BCCRT 704

BETWEEN:

SANDRA GRISE

APPLICANT

AND:

AIDAN PRINGLE (Doing Business As AVP MAINTENANCE),
VALESKA PRINGLE AKA TARA KUZEMSKI, and OLGA SEEL

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about payment for cleaning services.
2. The applicant, Sandra Grise, was hired by the respondents, Aidan Pringle (doing business as AVP Maintenance) and Valeska Pringle (aka Tara Kusemski), to clean rental units owned by the respondent Olga Seel. Ms. Grise says the Pringles have

refused to pay her June 7, 2019 invoice. She claims \$505 for cleaning services and \$145 for stress.

3. The Pringles say Ms. Grise did not work the full hours she billed for, did shoddy work, and refused to return their cleaning equipment. They ask that the claims against them be dismissed.
4. Ms. Seel says she had no agreement with Ms. Grise directly. She asks that the claims against her be dismissed.
5. All parties represent themselves.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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.

ISSUES

10. The issues in this dispute are:
 - a. Was Ms. Grise's work either overcharged or deficient and, if so, what is the appropriate remedy?
 - b. Are the Pringles entitled to a set off against Ms. Grise's invoice for the cost of the cleaning equipment and, if so, in what amount?
 - c. Must any of the respondents pay Ms. Grise for cleaning services and, if so, how much?
 - d. Is Ms. Grise entitled to damages for stress and, if so, in what amount?

EVIDENCE AND ANALYSIS

11. In a civil claim such as this one, Ms. Grise must prove her claim on a balance of probabilities. Although I have reviewed all the parties' submissions and evidence, I refer only to that which explains and gives context to my decision. None of the respondents provided any evidence, despite being given the opportunity to do so.
12. At the outset, I find Ms. Seel is not responsible for Ms. Grise's unpaid invoice. The parties agree that Ms. Grise cleaned Ms. Seel's properties but that she worked for the Pringles. It is undisputed that Ms. Grise submitted her invoices to Ms. Pringle and either Ms. Pringle or Mr. Pringle paid Ms. Grise. I find Ms. Grise had an agreement with the Pringles, not with Ms. Seel. I dismiss Ms. Grise's claims against Ms. Seel.
13. I now turn to Ms. Grise's claims against Mr. Pringle and Ms. Pringle.

14. It is undisputed that Ms. Grise emailed Ms. Pringle an invoice on June 7, 2019 for 25.25 hours of cleaning services provided over the prior 2 weeks, with a breakdown of time and hours per day. Although it is not specified in the invoice, Ms. Grise says she charges \$20 per hour for cleaning services. As the respondents do not dispute this, I find it to be true
15. The Pringles say that Ms. Grise lied about the hours on her invoice because they found Ms. Grise was not working where she was scheduled to work. Ms. Grise disputes this. She says she worked the billed hours and completed the required cleaning work.
16. The Pringles have not provided any evidence or explanation to support why they think Ms. Grise did not work the number of hours she billed. Further, neither Mr. Pringle nor Ms. Pringle raised any concerns about Ms. Grise's hours in their various text messages to Ms. Grise in June and July 2019. On balance, I find Ms. Grise correctly billed for 25.25 hours of cleaning work.
17. The Pringles also take issue with the quality of Ms. Grise's work. They say she left floors and bathrooms filthy and they received complaints about the lack of cleaning. Essentially, the Pringles argue that Ms. Grise's cleaning work was deficient. Ms. Grise denies any issues with the quality of her cleaning and says neither Mr. Pringle nor Ms. Pringle told her they had any concerns, since Ms. Grise started working for them in March 2019.
18. As the Pringles allege deficiencies, they have the burden of proving them (see *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at para 24). The Pringles provided no evidence, such as photographs, copies of complaints, or witness statements, supporting their allegation that Ms. Grise's cleaning was deficient. Based on text messages submitted by Ms. Grise, I find Ms. Pringle continued to ask Ms. Grise to work up to June 13, 2019. I find it unlikely that Ms. Pringle would continue to ask Ms. Grise to clean, if she thought Ms. Grise's work was deficient. Further, neither Mr. Pringle nor Ms. Pringle raised any concerns about Ms. Grise's

cleaning services in their various text messages to Ms. Grise. On balance, I find the Pringles have failed to prove that Ms. Grise's cleaning was deficient.

19. It is undisputed that Mr. Pringle and Ms. Pringle supplied Ms. Grise with cleaning equipment. Ms. Grise acknowledges that she still has the cleaning equipment, which includes a vacuum, a bucket and mop, gloves and liquid cleaners.
20. The Pringles say whatever money they may owe to Ms. Grise is offset by the value of the cleaning equipment Ms. Grise refused to return to the Pringles. For the reasons set out below, I disagree.
21. First, I find Ms. Grise did not refuse to return the equipment, based on her June 2019 text messages to Ms. Pringle agreeing to return the equipment. It was Ms. Pringle who failed to meet with Ms. Grise at that time. Neither do I find Ms. Grise refused to return the supplies to Mr. Pringle on July 1, 2019, but rather that she reasonably required payment of her outstanding invoice first. My findings are based on the text messages between Ms. Grise and Mr. Pringle. I accept Ms. Grise's submissions that she is still willing to return the equipment, after she receives payment.
22. Second, although Ms. Grise was, and is, willing to return the cleaning equipment, I find the Pringles have failed to prove that she is required to do so. The Pringles have not provided evidence of any written or verbal agreement which requires Ms. Grise to return the equipment to the Pringles. In the absence of such an agreement, there is no obligation on Ms. Grise to return the equipment at the end of her cleaning contract (see *Ernst v. Destiny Software Productions Inc.* 2012 BCSC 542).
23. Third, even if Ms. Grise is required to return the cleaning equipment (which I find she is not), the Pringles have provided no evidence of the equipment's value, or any information about the age, quality, or condition of the equipment. Without such information I would not be able to determine whether the equipment's value is equal to the value of Ms. Grise's outstanding invoice. Overall, I find the Pringles are not

entitled to any set-off against Ms. Grise's invoice for the value of the cleaning equipment.

24. Ms. Grise also seeks \$145 for damages due to stress from not being paid. However, Ms. Grise did not explain how she arrived at this figure and provided no further submissions or any evidence to support this claim, such as evidence from a medical practitioner showing a diagnosed condition. Although not binding on me, I agree with *Eggberry v. Horn*, 2018 BCCRT 224, which states that where there is no independent evidence of mental distress, the claim must be dismissed. I find Ms. Grise has failed to prove her claim for mental distress and I dismiss this claim.
25. In summary, I find Mr. and Ms. Pringle owe Ms. Grise the \$505 outstanding on the June 7, 2019 invoice. The evidence shows that both Mr. Pringle and Ms. Pringle coordinated the cleaning services, receiving Ms. Grise's invoice, and paying Ms. Grise. I find Mr. and Ms. Pringle ran the cleaning business together and are therefore both equally responsible for paying Ms. Grise's unpaid invoice. I find Ms. Pringle and Mr. Pringle are jointly and severally liable for the unpaid invoice.
26. Ms. Grise seeks interest on the \$505, starting 2 weeks after the June 7, 2019 invoice date. The invoice states that interest will accrue after 30 days but does not specify any interest rate. The *Court Order Interest Act* applies to the CRT. I find Ms. Grise is entitled to pre-judgment interest on the \$505 from July 7, 2019, 30 days after the invoice date, to the date of this decision. This equals \$9.58.
27. 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. As Ms. Grise was only partially successful in her dispute, I find she is entitled to reimbursement of \$62.50, which is half her CRT fees. Ms. Grise did not request reimbursement of any dispute-related expenses.

ORDERS

28. Within 14 days of the date of this order, I order Mr. Pringle and Ms. Pringle to pay Ms. Grise a total of \$577.08, broken down as follows:
 - a. \$505 in debt for the balance of the June 7, 2019 invoice,
 - b. \$9.58 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 in CRT fees.
29. Ms. Grise is entitled to post-judgment interest, as applicable.
30. Ms. Grise's remaining claims are dismissed.
31. 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.
32. 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