



Civil Resolution Tribunal

Date Issued: July 31, 2020

File: SC-2020-001646

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yin v. Bolld Real Estate Management Inc.*, 2020 BCCRT 853

B E T W E E N :

CHANGHONG YIN

APPLICANT

A N D :

BOLLD REAL ESTATE MANAGEMENT INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about responsibilities under a property management agreement.
2. The applicant Changhong Yin says the respondent, Bolld Real Estate Management Inc. (Bolld), breached its property management agency agreement with her by

charging her \$4,672.50 for air conditioner repairs at a property, without obtaining advance authorization for the repairs.

3. Ms. Yin claims a \$4,672.50 refund, and \$200 for gas used going back and forth to try to solve the problem.
4. Bolld says Ms. Yin authorized it to hire a contractor to fix the air conditioning at the rental property. The repair was completed by Absolute Plumbing after tenants vacated the property on August 31, 2018. By the time the contractor issued their invoice for the summer/fall 2018 work, Bolld was no longer managing the property.
5. Then, in June 2019, new tenants reported that the air conditioning at the rental property was not working again. Both Ms. Yin and Bolld say Absolute Plumbing then attended at the property and removed parts it had used in the repair, because its initial invoice was unpaid. Bolld says Ms. Yin and Absolute Plumbing resolved the issue between them, without Bolld's further involvement. Ms. Yin's evidence does not directly address this point. Bolld denies causing any loss to Ms. Yin, and asks me to dismiss the dispute.
6. Ms. Yin is self-represented. Bolld is represented by business contact B.O.

JURISDICTION AND PROCEDURE

7. 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.
8. 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.

9. 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.
10. 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

11. The issue in this dispute is whether Bolld breached its property management agency agreement with Ms. Yin by proceeding with air conditioning repairs without her authorization such that it must pay her the \$4,672.50 charged for the repairs.

EVIDENCE AND ANALYSIS

12. In this civil claim, Ms. Yin, as applicant, 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.

Property Management Agreement

13. On August 9, 2016, Bolld entered a Property Management Agreement (the Agreement) with someone named Lige Wang, owner of a property in North Vancouver (the Property) whereby Bolld would “rent, lease, operate and manage” the Property. The Agreement was on a month-to-month basis.
14. On the Agreement, Lige Wang’s contact email is listed as that of the applicant Changhong Yin. Based on these contact details, I find that Changhong Yin was the Property owner’s representative for the purposes of the Agreement. Therefore, I

find that instructions from Ms. Yin to Bolld bound the owner under the Agreement but that Ms. Yin is not, herself, the property owner.

15. The Agreement says that any expenditures for repairs over \$100 may only be made with the owner's prior written consent, except if there is an emergency, or if the agent "in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants."
16. The Agreement says that Bolld will employ, discharge and supervise all contractors required for the maintenance of the Property. Under the Agreement, Bolld will also pay the charges rendered by contractors and then charge those to the owner.
17. The Agreement contains an exclusion clause limiting liability and stating Bolld is not liable for any "error of judgement" unless Bolld exhibited willful misconduct or gross negligence.

Facts and Analysis

18. Sometime during summer 2018, the tenants at the Property reported that the air conditioning was not working.
19. On August 2, 2018, Ms. Yin texted the tenants via WeChat that "We have reached out to Bolld who will take over repairs of the Air Conditioning." Ms. Yin also wrote that she had "tasked Bolld to look into the affairs of the Property" as she was going to be away. I find that this text message was authorization from the owner's representative to proceed with air conditioning repairs satisfying the Agreement's requirement for written authorization of repairs over \$100.
20. On August 5, 2018, S, a customer service representative at Bolld, emailed the tenant to say that they would organize a repair for the air conditioning. Bolld then retained Absolute Plumbing to diagnose and repair the air conditioning issue. Absolute Plumbing carried out its diagnosis in August, with repairs in October 2018, by which time the Property was vacant.

21. In January 2019, Ms. Yin terminated the Agreement with Bolld.
22. On March 19, 2019, Absolute Plumbing invoiced Bolld \$3,738.66 for its August 2018 air conditioning service call and its October 24, 2018 repair during which it replaced the ECM blower motor and control board, and the capacitor and contactor for the outdoor condensing unit.
23. Contrary to Ms. Yin's submission that she was unaware of the air conditioning repair invoice until June 2019, based on the email filed in evidence I find that Bolld forwarded the invoice to her on April 3, 2019.
24. In June 2019, because the repair invoice payment had yet to be resolved by the owner, Bolld asked B.O. to follow up with Ms. Yin to see if Bolld could deduct the repair costs from their account for the Property.
25. Also in June 2019, new tenants at the Property reported to Ms. Yin that the air conditioning was again not working properly.
26. On June 17, 2019, Bolld again sent the invoice for Absolute Plumbing's August and October 2018 air conditioning service to Ms. Yin, this time by text message.
27. In Ms. Yin's submissions, she states that Absolute Plumbing returned to the Property and removed some parts that it used in the repairs. As well, Ms. Yin suggests that Absolute Plumbing's repair work was not complete or was not durable, since the air conditioning failed again in June 2019. Absolute Plumbing is not a party to this dispute. For this reason, I have not made any findings about the quality of their work or whether they removed parts after the repair was complete.
28. This dispute is about whether Bolld breached the Agreement by proceeding with the air conditioning repairs recommended by Absolute Plumbing. I find that Bolld did not breach the Agreement, because it obtained written authorization from Ms. Yin, by text message, to "take over" repairing the air conditioning. I find that this authorization permitted Bolld to obtain repairs for the air conditioning and then charge them to the owner.

29. As well, Ms. Yin is not the named property owner under the Agreement and was not named personally, except in contact details for the owner. As such, I find she does not have standing in her personal capacity to be reimbursed for the invoice. For these reasons, I dismiss Ms. Yin's claim.
30. Even if the text messages were not considered written notice under the Agreement, the Agreement allows Bolld to proceed with expenditures if needed to "maintain services to tenants." I find that air conditioning repairs fall within needed expenditures to maintain services that were being provided to tenants.
31. I also find that Ms. Yin has not proven willful misconduct or gross negligence by Bolld. Given the clause limiting Bolld's liability unless one of these is proven, I would have dismissed the dispute in any event.
32. 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. Bolld did not pay tribunal fees or claim dispute-related expenses, so I make no order in this regard.

ORDER

33. I dismiss Ms. Yin's claims and this dispute.

Julie K. Gibson, Tribunal Member