



# Civil Resolution Tribunal

Date Issued: August 5, 2020

File: SC-2020-000495

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hara v. Singh*, 2020 BCCRT 871

BETWEEN:

MANPREET HARA

**APPLICANT**

AND:

BOBBIE SINGH

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Trisha Apland

## INTRODUCTION

1. This dispute is over payment for house cleaning.
2. The applicant, Manpreet Hara, runs a house cleaning business. The respondent, Bobbie Singh, hired Ms. Hara to clean her home. Ms. Hara says she cleaned Ms.

Singh's home as agreed and Ms. Singh failed to pay. Ms. Hara seeks payment of \$1,785 including GST for the cleaning job.

3. Ms. Singh says that she already paid Ms. Hara \$900 in cash and does not owe her anything more because she did not finish the job.
4. The parties are each self-represented.

## **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, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the CRT's mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.
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 to what extent, if any, does Ms. Singh owe Ms. Hara \$1,785 for cleaning her home.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, as the applicant, Ms. Hara bears the burden of proving her claims on a balance of probabilities.
11. I have only addressed the evidence and arguments to the extent necessary to explain my decision. In reaching my decision, I have relied heavily on the parties' numerous text message conversations in evidence. Where the parties dispute the facts, I find the text messages provide a reasonably reliable account of events. This is because they record the parties' written conversations at the time of the cleaning job.
12. It is undisputed that Ms. Singh hired Ms. Hara to clean her newly built house. The parties had no written contract. According to the parties' texts before me, they agreed to a fixed price of \$1,700 plus GST for the whole house including windows inside and outside. This equals the \$1,785 claimed in this dispute.
13. The parties disagree on when Ms. Hara performed the cleaning job. Based on the texts before me, I find that Ms. Hara and her crew of workers cleaned Ms. Singh's home on November 29 and 30, 2019 and intended to return to finish the outside windows. Before she returned, Ms. Singh texted Ms. Hara to point out several cleaning deficiencies. Ms. Hara agreed to return to finish the windows and take care of the deficiencies. She asked that Ms. Singh have the \$1,700 plus GST payment ready. I find Ms. Hara returned on December 6, 2019, but Ms. Singh was not home

to let her in the house and texted her to just do the outside windows. Ms. Hara says she cleaned the outside windows. According to the text messages, the parties had scheduling conflicts. So, Ms. Hara did not return until December 18, 2019 to finish the deficiencies. Ms. Hara asked that Ms. Singh be there to confirm she was satisfied with the cleaning job and to pay.

14. Ms. Hara says she finished the cleaning job on December 18, 2019 but Ms. Singh did not show up for the inspection. It is undisputed that Ms. Singh's husband did the inspection instead. Ms. Hara says that Ms. Singh's husband was satisfied with the cleaning work and gave her a cheque for \$1,700 that was signed by Ms. Singh. I note the cheque did not include the GST. There is no statement in evidence from Ms. Singh's husband. However, Ms. Singh does not deny that her husband gave Ms. Hara the cheque because he was satisfied with the cleaning job. So, I find that he was satisfied.
15. The \$1,700 cheque undisputedly bounced. Ms. Hara texted Ms. Singh on December 22, 2019 to tell her the cheque bounced. Ms. Singh replied the next day and said she was away but would find out what happened from her bank. On December 24, 2019, Ms. Singh texted Ms. Hara that some windows showed dirt marks and her new cabinets still had clear plastic film on them. However, Ms. Singh did not ask Ms. Hara back to clean. Ms. Singh texted Ms. Hara on December 29, 2019, January 2, 2020, January 7, 2020, January 12, 2020, with updates on the issue with her bank and the bounced cheque. Ms. Singh told Ms. Hara that her bank account was "blocked" and she had other people "patiently waiting too". I find on her texts that Ms. Singh agreed to resolve her bank issue so that Ms. Hara could get paid.
16. On January 16, 2020, Ms. Singh texted Ms. Hara photographs of her new kitchen cabinets with plastic film on them and told her that there were many areas that were not clean. I find the texted photographs show a very clean white and grey kitchen with plastic film on some of the new cabinet doors, which I discuss below. Ms. Singh told Ms. Hara that she would no longer pay until Ms. Hara returned to do more

cleaning. Ms. Hara refused to return again because she said she already cleaned Ms. Singh's house 2 times. I note that this is now about a month after Mr. Singh's inspection and people were living in the house.

17. In response to this dispute, Ms. Singh alleges that Ms. Hara left several deficiencies. The burden of proving deficiencies is on the party alleging them, which here is Ms. Singh (see *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91).
18. Ms. Singh provided undated photographs of the alleged deficiencies. I reviewed the photographs and find the cabinets look clean. While some cabinets show they still have the plastic film that protects new doors, there is insufficient evidence before me that Ms. Hara was required to remove the plastic film to clean. I find the photographs otherwise show a tiny amount of dirt on white marble and some dirty windows. However, the floors and windows were cleaned on November 29 or 30, 2019 or December 6, 2019 and the photographs in evidence are undated. There are also no texts in evidence attaching the photographs of the dirty floor and windows. I find it is likely that these items became dirty sometime after Ms. Hara cleaned and after Ms. Singh's husband's inspection. I find that Ms. Singh has not proven the alleged deficiencies on a balance of probabilities.
19. Further, Ms. Singh provided no explanation for why her husband issued the cheque after his inspection if the work was deficient as she now alleges. Also, Ms. Singh does not explain why she initially agreed to resolve the payment issue and only refused payment on January 16, 2020 for the alleged deficiencies. I find Ms. Singh's husband issued the cheque and Ms. Singh agreed to resolve the payment issue because Ms. Hara performed the cleaning as the parties' contract required. I find that Ms. Hara performed the cleaning work as agreed.
20. Ms. Singh states that sometime after January 19, 2020 she paid Ms. Hara \$900 in cash and Ms. Hara agreed to accept it as payment for the total cleaning job. Ms. Hara denies these assertions. Without explanation, Ms. Singh provided no banking records or other supporting evidence that she paid Ms. Hara in cash. The texts in

evidence do not mention renegotiating payment or the alleged cash payment. Ms. Singh also does not say exactly when she paid Ms. Hara in cash. I do not accept Ms. Singh's assertion that she already paid Ms. Hara \$900. I find that if this was the case, she would have provided more detail and some evidence to support it and she did not.

21. I am satisfied on a balance of probabilities that that Ms. Singh owes Ms. Hara \$1,785 including GST for the cleaning job.
22. The *Court Order Interest Act* applies to the CRT. Ms. Hara is entitled to pre-judgment interest on the \$1,785 cleaning job debt from December 18, 2020, the date of the final clean, to the date of this decision. This equals \$19.48.
23. 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 Ms. Hara is entitled to reimbursement of \$125 in CRT fees. Ms. Singh did not pay CRT fees and neither party claimed any dispute-related expenses.

## **ORDERS**

24. Within 30 days of the date of this order, I order Ms. Singh to pay Ms. Hara a total of \$1,929.48, broken down as follows:
  - a. \$1,785 in debt for the cleaning job,
  - b. \$19.48 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
25. Ms. Hara is entitled to post-judgment interest, as applicable.
26. 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.

27. 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.

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Trisha Apland, Tribunal Member