



Civil Resolution Tribunal

Date Issued: August 6, 2020

File: SC-2020-002005

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Peddle v. Etchells*, 2020 BCCRT 875

BETWEEN:

ANNE PEDDLE

APPLICANT

AND:

RICHARD ETCHELLS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about how to value the work done for an incomplete kitchen renovation.
2. The applicant Anne Peddle hired the respondent Richard Etchells to manufacture and install a kitchen in her suite for \$14,000 total. After Ms. Peddle paid Mr. Etchells

\$7,000, she says Mr. Etchells left the job incomplete, and with defects. Ms. Peddle claims a \$2,500 refund, saying she only received \$4,500 in value for the work done.

3. Mr. Etchells says he gave Ms. Peddle a “heavily discounted” price for the work, and that the work could not be started for 7 months due to homeowner delays. Mr. Etchells agrees that he did not complete the job, but says the working relationship broke down. Mr. Etchells says he completed a fair amount of work for the \$7,000 he received before leaving. He asks me to dismiss the dispute.
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, 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 Ms. Peddle is entitled to the claimed \$2,500 as a partial refund of \$7,000 she paid Mr. Etchells for her kitchen renovation.

EVIDENCE AND ANALYSIS

10. In this civil claim, as the applicant Ms. Peddle bears the burden of proof, on a balance of probabilities. I will only refer to the evidence and submissions to the extent necessary to explain my decision.
11. The parties agree that, in February 2019, Ms. Peddle hired Mr. Etchells to build a kitchen in her suite.
12. On March 8, 2019, Mr. Etchells gave Ms. Peddle a quote for \$14,175. Based on the written quote, I find that the agreed scope of work included:
 - a. Manufacture and installation of kitchen cabinets and shaker panel doors and drawer fronts per customer provided drawings,
 - b. Manufacture and install kitchen island per customer provided drawings,
 - c. Manufacture and install arborite kitchen and island counter tops,
 - d. Manufacture and install four floating shelves,
 - e. Finishing paint and finishing of door, drawer fronts, finish panels, kick plates, crown moulding and all other trim pieces with customer selected paint color,
 - f. purchase and installation of full overlay soft close door hinges,
 - g. purchase and installation of drawer glides, and
 - h. installation of customer-provided cabinet pulls and/or knobs if desired.
13. It is undisputed that the parties agreed to a fixed price of \$14,000, including labour, materials and GST, for the above scope of work. Based on the quote, I also find that

the parties' agreement was for 50% of the price to be paid up front, and 50% upon completion.

14. On March 27, 2019, Ms. Peddle paid Mr. Etchells \$7,000 in cash.
15. Mr. Etchells began working on the site in October 2019. Mr. Etchells submits that he wanted to start work earlier, but that owner-caused delays put the project off. Based on the text messages provided, I find that Mr. Etchells was not prevented from starting the project in a reasonably timely way. For example, in early September Mr. Etchells refused to start working when Ms. Peddle's daughter asked him to do so. In any event, nothing turns on the alleged delays as the agreement to complete the kitchen renovation did not set out a timeline for the project's start or finish.
16. In late 2019, Mr. Etchells asked for another \$4,000 from Ms. Peddle. On December 3, 2019, Ms. Peddle texted Mr. Etchells to say that she had a further \$4,000 ready for him, but that she wanted him to install the boxes and drawers in the kitchen before giving it to him.
17. Mr. Etchells replied writing that he would now "bow out" of the job because he "priced it too quickly" and now would have priced it at \$25 per hour for his time. I pause here to note my finding that Mr. Etchells entered a fixed price contract to complete Ms. Peddle's kitchen renovation for \$14,000. Mr. Etchell's later misgivings about the quote do not change his contractual obligations.
18. In December 2019, the parties agreed that Mr. Etchells would not continue working on Ms. Peddle's kitchen renovation. They did not agree about how the remaining work would be addressed or compensated. By mutual agreement, Mr. Etchells stopped working on the job on January 20, 2020.
19. The parties disagree about the value of the work Mr. Etchells completed up to January 20, 2020. In law, this concept is known as *quantum meruit*, meaning value for the work done.

20. Ms. Peddle says she paid \$7,000, but that Mr. Peddle finished less than half the agreed scope of work.
21. Mr. Etchells submits he completed approximately half of the agreed job. Since Ms. Peddle paid him \$7,000, Mr. Etchells says he does not owe any refund. Mr. Etchells submits that of that \$7,000, he must remit \$333 for GST, and pay his approximately \$1,800 materials cost, leaving only \$4,867. He says this amount only barely covers his time spent on the project.
22. Mr. Etchells also says he agreed to complete Ms. Peddle's kitchen for \$14,000, but that "standard market rate" for her kitchen would be \$20,000 to \$25,000, or \$40,000-\$50,000 with a premium manufacturer. Mr. Etchells did not file any evidence in this dispute, including evidence to independently value his completed work. I find that Mr. Etchells' own views about the market cost of a kitchen renovation do not change his obligation to complete the kitchen for the agreed price, nor to provide 50% value for the 50% paid.
23. Mr. Etchells suggests that Ms. Peddle's indecision about whether to include a kitchen island preventing him from working on the project in a timely way. I do not agree. There were many aspects of the kitchen work that needed completion, which Mr. Etchells could have worked on pending a decision about the island. As well, Ms. Peddle ultimately agreed to include an island. Contrary to Mr. Etchells' submission, I find Ms. Peddle's decision did not impact the project timeline nor the percentage Mr. Etchells would be paid.
24. Looking at the photographs and videos of the kitchen provided by Ms. Peddle, I find that Mr. Etchells failed to complete several parts of the scope of work, including:
 - a. installation of any shaker panel doors on the cabinet boxes and island,
 - b. incomplete installation of drawer fronts,
 - c. incomplete manufacture and install of kitchen island,

- d. any finishing paint and finishing of door, drawer fronts, finish panels, kick plates, crown moulding and other trim pieces with customer selected paint color,
 - e. purchase and installation of full overlay soft close door hinges,
 - f. purchase and installation of drawer glides, and
 - g. installation of customer-provided cabinet pulls and/or knobs.
25. As well, based on the photographs I find that the kitchen island was not installed level and the boxes for the cabinets do not contain holes to attach shelves or drawers. I find that these defects are clear on a review of the photographs and therefore do not require an expert opinion to determine.
26. On March 3, 2020, Kitchen Korner, a kitchen renovation contractor, gave Ms. Peddle a \$12,390 quote to supply and install cabinet components to complete her existing kitchen. Ms. Peddle paid the first \$6,000 towards the Kitchen Korner job in early March 2020.
27. Based on Kitchen Korner's written quote, I find that the scope of work includes completing the job that Mr. Etchells promised, except that Kitchen Korner agreed to supply new cabinet hardware, while Mr. Etchells' quote was to install customer supplied cabinet hardware. I therefore subtract \$390 the Kitchen Korner quote to account for the purchase of the cabinet hardware, on a judgement basis.
28. The Kitchen Korner quote also includes removing the cabinets installed by Mr. Etchells in the upper corner and re-installing them to the same height as the kitchen/pantry cabinetry. I find that this part of the work quoted by Kitchen Korner is to correct an error in installation by Mr. Etchells.
29. Based on the Kitchen Korner quote, I find that completing the kitchen job as promised by Mr. Etchells will now cost Ms. Peddle an additional \$12,000. Based on the Kitchen Korner quote and the photographs showing that Mr. Etchells left the job

more than 50% incomplete, I find that Ms. Peddle did not receive \$7,000 value for the work done.

30. Taking the \$12,000 for Kitchen Korner to complete the kitchen and subtracting the \$7,000 that Ms. Peddle would have paid to Mr. Etchells to finish the kitchen leaves \$5,000. While the difference adds up to \$5,000, I will order \$2,500 because that is what Ms. Peddle claimed. Based on the evidence, I find that Ms. Peddle is entitled to a \$2,500 refund from Mr. Etchells.
31. The *Court Order Interest Act* applies to the CRT. Ms. Peddle is entitled to pre-judgment interest on the \$2,500 from March 3, 2020, which I find is the date she paid Kitchen Korner half its payment to complete the kitchen, to the date of this decision. This equals \$17.17.
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. I find Ms. Peddle is entitled to reimbursement of \$125 in CRT fees. Ms. Peddle did not claim dispute-related expenses.

ORDERS

33. Within 30 days of the date of this order, I order Mr. Etchells to pay Ms. Peddle a total of \$2,642.17, broken down as follows:
 - a. \$2,500 in damages as a partial refund of the money she paid for the kitchen renovation,
 - b. \$17.17 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
34. Ms. Peddle is entitled to post-judgment interest, as applicable.

35. 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.
36. 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