



Civil Resolution Tribunal

Date Issued: August 25, 2020

File: SC-2020-002060

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Roofix Services Inc. v. Mike Stansfield (dba Kitchen Cabinets for Less)*,
2020 BCCRT 949

B E T W E E N :

ROOFIX SERVICES INC.

APPLICANT

A N D :

MIKE STANSFIELD (Doing Business As KITCHEN CABINETS FOR
LESS)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kathleen Mell

INTRODUCTION

1. This dispute is about an agreement to install a kitchen exhaust roof vent. The applicant, Roofix Services Inc. (Roofix), says that the respondent, Mike Stansfield (doing business as Kitchen Cabinets for Less), hired it to install the vent but then refused to pay for it. Roofix claims the \$839.63 installation cost. Roofix is represented by an organizational contact.
2. Mr. Stansfield says that he was communicating with Roofix by phone and that he did not open the email which contained the potential cost of the vent's installation. He says he never agreed to pay the \$839.63. Mr. Stansfield represents himself.

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. In some respects, this dispute amounts to a "it said, he said" scenario with both sides calling into question the credibility of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. I therefore decided to hear this dispute through written submissions.

5. 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.
6. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal 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 Roofix is entitled to \$839.63 for the vent's installation.

EVIDENCE AND ANALYSIS

8. In a civil dispute such as this, the applicant Roofix must prove its case on a balance of probabilities. I will not refer to all of the evidence or deal with each point raised in the parties' submissions. I will refer only to the evidence and submissions that are relevant to my determination, or to the extent necessary to give context to these reasons.
9. The parties disagree about the terms of their agreement, particularly relating to the cost of the vent's installation. The vent was installed on November 21, 2019. Mr. Stansfield says he phoned Roofix 4 times over the 6 weeks before the vent's installation. Mr. Stansfield provided no proof of this and did not explain why he would continue to wait for Roofix to get back to him rather than use another company. This is relevant because Mr. Stansfield says that this delay is the reason he did not open Roofix's email, which I will discuss below.
10. Roofix disputes that this is what happened. Roofix says that Mr. Stansfield called them about installing the vent on November 5, 2019. Roofix has provided a copy of the email it sent Mr. Stansfield on that same day. It stated that the minimum call out

fee was \$410 plus \$170 for each additional hour plus material costs. The email informed Mr. Stansfield that a valid credit card was required before Roofix would attend.

11. Roofix says that then Mr. Stansfield called it on November 20, 2019 and scheduled the installation and provided credit card information. As noted, on November 21, 2019 Roofix installed the vent and kitchen exhaust.
12. Mr. Stansfield submits that he did not open the email that set out the costs because there had been such a long delay with Roofix not calling him back. I do not accept this argument. If Mr. Stansfield was constantly calling Roofix and trying to get information, it makes no sense that he would not open the email. If anything, this would be motivation to open the email not to ignore it. I find that Mr. Stansfield did open the email and the email did set out the costs, including the \$410 first hour on site charge.
13. In a phone call on November 29, 2019, Roofix told Mr. Stansfield the job's cost. Originally Roofix was going to charge Mr. Stansfield \$928.88, but then agreed that it insulated an additional duct in the attic as a courtesy, so it credited \$89.25 to the account. The revised bill was \$839.63, the amount claimed in this dispute.
14. On the same day, Mr. Stansfield sent Roofix an email and said that he was not paying more than \$600 for parts, labour, and taxes. He also stated that Roofix did not follow-up on the November 5, 2019 email and make an appointment. Again, Mr. Stansfield did not say he did not open the email or that he was unaware of the vent installation cost. I also do not accept that because an appointment was not immediately set up that this meant that the cost quoted was irrelevant. There is no suggestion in the email that the price would change if the job was not booked right away.
15. In the same November 29, 2019 email, Mr. Stansfield also took issue with the cost because he said that when Roofix's worker arrived he did not have the vent and had to wait around for it for three hours. Roofix informed Mr. Stansfield the 3-hour labour

cost charged on the invoice did not include the time the worker waited to obtain the vent and was only for time actually worked. Mr. Stansfield says that he was onsite when the work was done and Roofix's employee said that the work would take 2 hours, but then the worker had to wait for the vent to be delivered. Mr. Stansfield did not provide the name of the employee. Mr. Stansfield also did not address Roofix's claim that he was not charged for the time the employee waited for the part. On balance, I find the evidence does not show that Roofix charged Mr. Stansfield for time spent on waiting for the part.

16. Mr. Stansfield also argues that he had checked with Roofix before for a different client and that Roofix said a vent installation costs \$600. Roofix submits that usually a vent installation does cost around \$600, which is the minimum \$410 fee plus an additional hour of time and material charges. Roofix says that additional time was required on Mr. Stansfield's job because it had to deal with interior connections, installation of duct work and insulation over the duct. The invoice states that Roofix removed the roof shingles, cut a hole in the roof sheeting, installed the duct and cut it to size. Roofix provided pictures of the work completed. Mr. Stansfield does not dispute that the work described by Roofix was completed.
17. Roofix also provided a witness statement from their employee, S, who spoke to Mr. Stansfield on the original call of November 5, 2019. S confirmed that he told Mr. Stansfield that the cost was \$410 for the travel to the site and the first hour onsite and then additional time was billed at \$170 per hour. Roofix also says when Mr. Stansfield called back on November 20, 2019 to book the appointment another one of their employees again told him how much the work would cost. The evidence does not indicate that Mr. Stansfield was promised that the work would not cost more than \$600.
18. Based on the information, I find that Mr. Stansfield was aware of the vent installation cost before Roofix performed the work. Looking at the work performed, I also find that 3 hours claimed was reasonable. Mr. Stansfield says he was there but did not provide information on how long the job actually took. Therefore, I find that it is more

likely that the job did take the 3 hours claimed and that Mr. Stansfield agreed to pay this amount when he booked the appointment and provided his credit card information. Mr. Stansfield must pay Roofix the \$839.63 for the vent installation.

19. Roofix is also entitled to pre-judgment interest under the *Court Order Interest Act* (COIA) from the date of the February 10, 2020 demand letter to the date of this decision. This amounts to \$6.95.
20. Under section 49 of the CRTA and the CRT's rules, the CRT will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Roofix was successful, so Mr. Stansfield must reimburse it the \$125 tribunal fees. Neither party made a claim for expenses.

ORDERS

21. Within 30 days, Mr. Stansfield must pay Roofix \$971.58, broken down as follows:
 - a. \$839.63 for the vent installation,
 - b. \$6.95 under the COIA, and
 - c. \$125.00 in CRT fees.
22. Roofix is also entitled to post-judgment interest, as applicable.
23. 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 Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-

day timeline at any time. 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.

24. 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.

Kathleen Mell, Tribunal Member