



Civil Resolution Tribunal

Date Issued: September 2, 2020

File: SC-2020-002332

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mayrhofer v. Jaylo Land Developments Ltd.*, 2020 BCCRT 976

BETWEEN:

JASON MAYRHOFER

APPLICANT

AND:

JAYLO LAND DEVELOPMENTS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This dispute is about payment for a roofing job.
2. The applicant, Jason Mayrhofer, performed a roofing job for the respondent, Jaylo Land Developments Ltd. (Jaylo) in February 2020. Mr. Mayrhofer says that Jaylo owes him \$2,908.50 for the job.

3. Jaylo says it already paid Mr. Mayrhofer \$6,604.94, which it says is more than the total agreed price. Jaylo denies that it owes Mr. Mayrhofer anything more for the roofing job.
4. Mr. Mayrhofer is self-represented. Jaylo is represented by a company employee or officer.

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 how much, if anything, does Jaylo owe Mr. Mayrhofer for the roofing job?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, Mr. Mayrhofer, as the applicant, carries the burden of proof on a balance of probabilities.
11. In early February 2020, Jaylo contacted Mr. Mayrhofer for a roofing job. Based on the quote and texts in evidence I find the parties agreed to a fixed labour price of \$4,541.25 including GST, plus \$100 for dumping and hauling. I find they also agreed that “any unforeseen work” would be billed at \$90 per hour, plus supplies and dumping. Further, I find the parties agreed that Jaylo would purchase the roofing materials.
12. Mr. Mayrhofer completed the job sometime between February 20 and 24, 2020. The quality of Mr. Mayrhofer’s work is not in dispute. The dispute is over the amount owing for the job.
13. On February 24, 2020, Mr. Mayrhofer sent Jaylo an invoice for \$7,904.19 plus GST. The invoice shows that Mr. Mayrhofer charged \$2,463.75 more than the fixed labour price, plus \$819.19 for extra supplies.
14. Jaylo’s texts and email in evidence show that it disagreed with the invoiced amount. Jaylo found that the amount was miscalculated. Jaylo also took the position that the “extra” labour charges should have been included in the fixed price and it disputed that Mr. Mayrhofer worked the claimed extra hours. After some text discussions with Mr. Mayrhofer over the invoice, Jaylo decided to pay a total of \$6,604.94 (\$5,685.75

for labour, \$819.19 in supplies, and \$100 for the dump fee). I find on the payment records in evidence that Jaylo paid Mr. Mayrhofer \$6,604.94 on February 28, 2020.

15. After accepting payment, Mr. Mayrhofer sent Jayco a revised undated invoice showing \$2,719.50 was still outstanding on the job. Jaylo did not pay the revised invoice.
16. The revised invoice shows that Mr. Mayrhofer added an extra \$1,260 for “shingle packing labour” that was not on the February 24, 2020 invoice. Mr. Mayrhofer does not explain the extra charge. However, a comment on the revised invoice states that the shingle packing labour was a “deal” that was offered only if Jaylo paid the original invoice in full. Since the original invoice was not fully paid, Mr. Mayrhofer added the additional charge.
17. In this dispute, Mr. Mayrhofer claims a total of \$2,908.50. It is not clear on the evidence why Mr. Mayrhofer is claiming more than the revised invoice.
18. There is no evidence before me that the parties discussed or agreed to a “deal” if the original invoice was paid in full. I find on the parties’ contract that Mr. Mayrhofer was only entitled to charge extra labour for unforeseen work. I find that Mr. Mayrhofer is not entitled to the extra \$1,260 for shingle packing labour because it was not unforeseen.
19. As for the \$1,459.50 in other extra labour charges, Mr. Mayrhofer says that he “logged” his hours and kept Jaylo “updated with the progress every step of the way”. However, Mr. Mayrhofer did not submit in evidence any time logs or other progress records to support this assertion and he does not explain why not. Jaylo already paid Mr. Mayrhofer \$1,090 over the fixed labour price, which is equivalent to about 12 additional hours. Without supporting evidence, I find that Mr. Mayrhofer has not established on a balance of probabilities that he worked any additional hours.
20. For the reasons above, I am not satisfied on the evidence before me that Jaylo owes Mr. Mayrhofer more for the roofing job. I dismiss Mr. Mayrhofer’s claim.

21. 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. Mr. Mayrhofer was unsuccessful and so I dismiss his claim for CRT fees. Jaylo did not pay CRT fees and neither party claimed dispute-related expenses.

ORDER

22. I dismiss Mr. Mayrhofer's claims and this dispute.

Trisha Apland, Tribunal Member