



Civil Resolution Tribunal

Date Issued: September 14, 2020

File: SC-2020-004070

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Le Francois v. Hosick*, 2020 BCCRT 1026

BETWEEN:

JAIME LE FRANCOIS

APPLICANT

AND:

RANDAL HOSICK

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This is a dispute over home repairs.
2. In April 2020, the applicant, Jaime Le Francois, hired the respondent, Randal Hosick, to perform some manufactured home repairs. Ms. Le Francois says she paid Mr. Hosick a total of \$4,850 for the job. She says Mr. Hosick failed to

adequately level the enclosed addition on her home, which she says was part of the job.

3. In her submissions, Ms. Le Francois says Mr. Hosick should pay to level her addition. She claims about \$5,918.82, the “median value” of 2 third party contractor quotes to level her addition. I note this is more than she paid Mr. Hosick for the job and this amount falls outside the Civil Resolution Tribunal’s (CRT) monetary limit. I find Ms. Le Francois’s claim is limited to no more than \$5,000.
4. Mr. Hosick denies the claim and says that he completed the job as agreed. He says he is not responsible for leveling Ms. Le Francois’s addition.
5. The parties are each self-represented.
6. For the reasons that follow, I find that Mr. Hosick was not responsible to level Ms. Le Francois’s addition and so I dismiss her claim.

JURISDICTION AND PROCEDURE

7. These are the CRT’s formal written reasons. 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, 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.

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.
11. In her application for dispute resolution, Ms. Le Francois claimed a refund of the \$4,850 she paid Mr. Hosick for home repairs on the basis of allegations of inappropriate sexual conduct, incomplete work and failure to provide receipts. However, I find Ms. Le Francois now claims the cost to level her addition based on incomplete and improper work. I find that Mr. Hosick had a fair opportunity to respond to this amended claim.

ISSUE

12. The issue in this dispute is to what extent, if any, must Mr. Hosick pay Ms. Le Francois the cost to level the addition on her home.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Ms. Le Francois as the applicant must prove her claims on a balance of probabilities. I have read the parties' submissions and reviewed the photographs, receipts, quotes and other documents in evidence. However, I refer only to the evidence and argument that I find relevant to provide context for my decision.
14. On April 14, 2020, Ms. Le Francois emailed Mr. Hosick to repair water damage and level an addition on her manufactured home. I understand from the parties'

submissions that Mr. Hosick visited her home to assess the job that same day. The parties then entered into a verbal contract for the repairs. However, the contract terms are unclear because the parties did not put them in writing.

15. Mr. Hosick started the repairs on about April 15, 2020. On April 22, 2020, Mr. Hosick emailed Ms. Le Francois and notified her that the price for his work in progress was \$4,850. The email lists the following work as included in the \$4,850 price: insulation, ¼ on roof edge, fascia sill cap, drip cap on ends of addition, 5” gutters and down pipe, lifting addition, and put deck back together. Mr. Hosick also offered to repair Ms. Le Francois’s bathroom ceiling for \$700, which she declined. Based on the payment receipt in evidence, I find that Ms. Le Francois paid Mr. Hosick \$4,850 on April 23, 2020 for the above listed work. I find these repairs were complete by the end of April 2020.
16. The parties’ emails in evidence show that in May 2020 they discussed that the addition might have “shifted again” and that the ground was “bad”. On May 3, 2020 the parties discussed adding extra pavers to better stabilize the addition. I find that Mr. Hosick did not add the pavers, but I also find that he never charged Ms. Le Francois to add pavers or stabilize the addition.
17. In her submissions, Ms. Le Francois says that Mr. Hosick’s primary responsibility was to “relevel” her addition. She argues that Mr. Hosick “should be required to repay a monetary amount somewhere between” the 2 contractor quotes from “Bader & Sons Development” (BSD) and “Universal DKI” (DKI) in evidence to level the addition. She does not identify the price just to level the addition but asks for the “median” value of the 2 quotes, which as mentioned, is \$5,918.82.
18. I accept that the parties initially agreed by email on April 14, 2020 that Mr. Hosick would level the addition. Based on the contractor quotes, I find that Mr. Hosick lifted the addition in April but did not also level it. I find on the work details and price shown in the BDS and DKI quotes that the work required to level the addition was different from the work required to lift it. I find that Mr. Hosick only charged Ms. Le Francois to lift the addition and not to level it. I find that leveling the addition would

be over and above the \$4,850 that Ms. Le Francois paid for the job. I find no reason that Mr. Hosick would be required to pay Ms. Le Francois for the extra work to level her addition as I further discuss below.

19. Ms. Le Francois says that the 2 contractors determined that Mr. Hosick's work was performed incorrectly. However, I find this is not what the contractors stated in their quotes in evidence before me. I find the contractors were not critical of Mr. Hosick's work. The DKI contractor stated that the manufactured home was settling due to non-compliant foundation. I find that Mr. Hosick is not responsible for the non-compliant foundation under Ms. Le Francois's addition. Further, I find on the parties' May 2020 emails that the addition might have shifted or settled after Mr. Hosick lifted it in April 2020.
20. Ms. Le Francois also alleges that Mr. Hosick failed to attach the back deck to her manufactured home. However, she did not provide any supporting evidence to show the deck was incompletely attached. There are photographs of the enclosed addition in evidence, but they do not show the deck. I find that Ms. Le Francois has not proven that the deck work was unfinished. Ms. Le Francois also does not say that she is seeking reimbursement for the deck. In this dispute, she only claims payment to level the addition.
21. I find that Ms. Le Francois has not established on a balance of probabilities that Mr. Hosick owes her a refund on the job or that he must pay to level the addition on her manufactured home. I dismiss Ms. Le Francois's claim.
22. 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. As Ms. Le Francois is the unsuccessful party, I find she is not entitled to reimbursement of her CRT fees. Mr. Hosick paid no CRT fees and neither party claimed dispute-related expenses.

ORDER

23. I dismiss Ms. Le Francois's claim and this dispute.

Trisha Apland, Tribunal Member