



# Civil Resolution Tribunal

Date Issued: September 29, 2020

File: SC-2020-004568

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Holland Plumbing Services Inc. v. Jimenez*, 2020 BCCRT 1099

**B E T W E E N :**

HOLLAND PLUMBING SERVICES INC.

**APPLICANT**

**A N D :**

CAMILO JIMENEZ

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

### **INTRODUCTION**

1. This dispute is about plumbing services. The applicant, Holland Plumbing Services Inc. (Holland), says the respondent, Camilo Jimenez, owes \$2,730 for materials and plumbing services.

2. In the Dispute Response filed at the outset of this proceeding, Mr. Jimenez said the work was done in August 2018 and he paid Holland in full, in cash. As discussed below, Mr. Jimenez later decided not to submit any evidence or make submissions, despite having the opportunity to do so.
3. Holland is represented by LB, an employee or principal. Mr. Jimenez is self-represented.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me.
6. 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.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## ISSUE

8. The issue in this dispute is whether Holland is entitled to the claimed \$2,730 as payment for plumbing services.

## EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Holland bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.
10. Holland claims \$2,730 for plumbing work done for Mr. Jimenez at his prior residence between December 11 and 14, 2018 and in February 2019. Holland says under the parties' verbal agreement, it excavated a sump pump pit, poured concrete into the pit, supplied and installed a sump pump, supplied and ran electrical power to the sump pump, supplied and ran water lines from a downstairs bathroom to a garage workshop, installed a sink, reconfigured all drainage lines to suit the installation, and tested everything for proper function.
11. Although Mr. Jimenez filed a Dispute Response in which he said he fully paid Holland in cash, he chose not to provide any evidence or submissions, despite being given the opportunity to do so. While parties are under no obligation to provide evidence or submissions during the CRT decision process, failing to do so can lead to the CRT making an adverse inference. In particular, the courts have said that an adverse inference can be drawn against a party where, without sufficient explanation, they fail to produce evidence or call a witness expected to provide supporting evidence (see *Port Coquitlam Building Supplies Ltd. v. 494743 B.C. Ltd.*, 2018 BCSC 2146).
12. Here, I find it appropriate to draw an adverse inference against Mr. Jimenez for his failure to provide proof of his alleged cash payment. I find Mr. Jimenez did not pay Holland for its plumbing services.

13. Mr. Jimenez raised no issue in his Dispute Response about the quality of the work done or that it was completed as instructed. Mr. Jimenez' only other comment in the Dispute Response was that he never got a receipt and that Holland sent him an invoice a year later. In its submissions, Holland explains that originally it was told to forward its invoice for this work to Mr. Jimenez' family member's company for payment, but then the company advised Mr. Jimenez should pay the invoice. I accept this undisputed evidence, and find Mr. Jimenez is responsible for the work he requested be done at his property.
14. Holland's October 8, 2019 invoice for \$2,730 reflects 18 hours of labour at \$100 per hour, \$800 of materials, and GST. There is nothing on the face of this invoice that is unreasonable, given its description of work completed. I find Mr. Jimenez must pay the \$2,730 invoice, which stated payment was due on receipt.
15. The *Court Order Interest Act* (COIA) applies to the CRT. Holland is entitled to pre-judgment interest under the COIA on the \$2,730, from October 9, 2019 to the date of this decision. This equals \$41.85.
16. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to the recovery of their CRT fees and reasonable dispute-related expenses. Holland was successful and so I find it is entitled to reimbursement of \$125 in paid CRT fees. Holland did not claim dispute-related expenses.

## **ORDERS**

17. Within 21 days of this decision, I order Mr. Jimenez to pay Holland a total of \$2,896.85, broken down as follows:
  - a. \$2,730 in debt for payment of plumbing services,
  - b. \$41.85 in pre-judgment COIA interest,
  - c. \$125 in CRT fees.

18. Holland is entitled to post-judgment interest, as applicable.
19. 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.
20. 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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Shelley Lopez, Vice Chair