



Civil Resolution Tribunal

Date Issued: December 7, 2020

File: SC-2020-005254

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *532766 B.C. Ltd. dba Handyman Connection Vancouver v. Donetz*,
2020 BCCRT 1385

B E T W E E N :

532766 B.C. LTD. dba HANDYMAN CONNECTION VANCOUVER

APPLICANT

A N D :

ALEXANDER DONETZ also known as SANDY DONETZ

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about allegations of a breach of contract. The applicant, 532766 B.C. Ltd. dba Handyman Connection Vancouver (Handyman Connection), says that it had an agreement with the respondent, Alexander Donetz also known as Sandy Donetz, as a subcontractor to perform jobs in its customers' homes. Handyman Connection

says that Mr. Donetz breached their agreement by performing poor work, failing to correct the defects in his work and improperly soliciting work from Handyman Connection's clients. Handyman Connection says it incurred expenses to correct the defects in Mr. Donetz's work and that it experienced damage to its reputation. Handyman Connection asks for an order that Mr. Donetz pay it \$5,000 in damages. Mr. Donetz denies these allegations.

2. Handyman Connection is represented by its owner. Mr. Donetz is self-represented.

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. 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.
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 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.

ISSUES

7. The issues in this dispute are:
 - a. Whether Mr. Donetz breached his agreement with Handyman Connection,
 - b. Whether Mr. Donetz is responsible for the \$5,000 in repair costs claimed by Handyman Connection, and
 - c. Whether Mr. Donetz damaged Handyman Connection's reputation.

EVIDENCE AND ANALYSIS

8. In a civil dispute like this, an applicant bears the burden of proof on a balance of probabilities. Handyman Connection submitted evidence and both parties provided submissions in support of their positions. While I have considered all of this information, I will refer to only what is necessary to provide context to my decision.
9. The parties agree that Mr. Donetz did work for Handyman Connection. Although the parties refer to a signed contract between them, neither party provided a copy of this agreement. Handyman Connection says that the agreement required Mr. Donetz to correct any defects in his work and pay for the cost of any remedial work. Handyman Connection says the agreement also prevented Mr. Donetz from soliciting additional work from Handyman Connection's customers. Handyman Connection that Mr. Donetz breached these aspects of their agreement.
10. Handyman Connection provided information about 3 customers who it says were unhappy with the results of Mr. Donetz's work. According to Handyman Connection, Mr. Donetz performed some bathroom renovation work for Customer 1. Handyman Connection says that there were problems with his work including plumbing, tiling and shower installation. Handyman Connection says that Mr. Donetz refused to acknowledge that his work was deficient, and another subcontractor had to re-do Mr. Donetz's work "from scratch".

11. For Customer 2, Handyman Connection says that Mr. Donetz was performing a painting job, but solicited a “side job” for flooring. Handyman Connection says that the work was of such poor quality that the customer refused to allow Mr. Donetz back into her home to correct the deficiencies.
12. In Customer 3’s case, Handyman Connection says that Mr. Donetz installed a pocket door incorrectly, and the customer refused to allow it to fix the job with another subcontractor as Mr. Donetz had “broken their trust”. Handyman Connection says it had to refund \$189 to Customer 3.
13. Mr. Donetz says that his customers were happy with his work until Handyman Connection got involved and told him not to return to the customers’ homes to complete the jobs. He states that he was not given a chance to address any deficiencies with his work, which he says is a breach of the parties’ agreement. According to Mr. Donetz, he was not paid in full and Handyman Connection did not suffer any losses from his work.
14. As noted, the evidence before me does not contain a copy of the parties’ agreement. Without a copy of the agreement, I cannot determine what the parties’ respective rights and responsibilities were under it. In particular, I am unable to come to a conclusion about whether the agreement required that Mr. Donetz be given an opportunity to address deficiencies in his work or under what circumstances Mr. Donetz was required to pay Handyman Connection to remedy deficiencies. Parties are told by CRT staff to provide all relevant evidence during the evidence submission process. As noted, the applicant bears the burden of proof, and I find that this includes proving the terms of any applicable contracts. Based on the limited evidence before me, I cannot determine whether or not there was a breach of the parties’ agreement.
15. Even if Mr. Donetz were responsible for the costs of remedying deficiencies in his work, I would not make the orders that Handyman Connection requests. Although Handyman Connection says that its claimed damages of \$5,000 are for the estimated cost of fixing deficiencies in Mr. Donetz’s work, I find that it has not met its burden of proof in establishing the cost of repairs.

16. Photos and notes from the other subcontractor who did remedial work for Customer 1 appear to show some imperfect and incomplete work that is attributed to Mr. Donetz. However, there is no indication of the cost of the remedial work that the subcontractor performed. Similarly, photos from Customer 2's home show several areas of sloppy paint and patching. Email correspondence in evidence confirms that Customer 2 was upset, but it is not clear whether Handyman Connection arranged for any remedial work and, if so, at what cost. As noted, Customer 3 received a refund, but the documents in evidence suggest that this refund was given due to COVID-19 pandemic-related restrictions and not to a lack of trust created by Mr. Donetz's conduct.
17. I find that this information is insufficient to support Handyman Connection's claim that it incurred \$5,000 in repair costs. I dismiss Handyman Connection's claim for damages.
18. Turning to the issue of reputational damage, Handyman Connection says that Mr. Donetz has tarnished its reputation through his conduct. It admits that the "cost of the company's damaged reputation cannot be quantified" but wants Mr. Donetz to "be held responsible" in some way. While I accept that these 3 customers were unhappy, I find that Handyman Connection has not provided evidence to show that its reputation was damaged.
19. In any event, as Handyman Connection has not requested a specific remedy for reputational damage, a finding that Mr. Donetz damaged its reputation would amount to a declaratory order. Such an order would be outside the CRT's small claims jurisdiction under section 118 of the CRTA, and I would be unable to make it even if the claim was established.
20. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Handyman Connection was not successful, I dismiss its claim for reimbursement of CRT fees.

ORDER

21. I dismiss Handyman Connection's claims and this dispute.

Lynn Scrivener, Tribunal Member