



Civil Resolution Tribunal

Date Issued: December 11, 2020

File: SC-2020-001540

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Green v. Hill*, 2020 BCCRT 1406

BETWEEN:

MICHAEL GREEN

APPLICANT

AND:

LANA HILL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Rama Sood

INTRODUCTION

1. This small claims dispute is about an unpaid invoice. The applicant, Michael Green, says the respondent, Lana Hill, has only paid \$300 of his \$908.25 invoice for labour and materials for installing siding on her house. He seeks \$608.25 for the remaining balance.

2. Miss Hill says the parties agreed to a fixed price of \$10,000 for labour and materials for Mr. Green to build an addition on her house, which included installing siding. While Miss Hill's submissions about the amount she paid Mr. Green are inconsistent (I discuss this in further detail below), she denies that she owes any further amount to Mr. Green.
3. The parties are 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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary 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 in the interests of justice.
6. Section 42 of the CRTA says 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, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Whether the parties agreed to a fixed rate contract, and
 - b. Whether Miss Hill still owes Mr. Green \$608.25.

EVIDENCE AND ANALYSIS

9. In this civil claim, the applicant Mr. Green bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
10. The parties agree that Miss Hill hired Mr. Green for 2 separate projects, a) to add a new closet and a carport to her home, and b) to install trusses. This dispute is about the amount Mr. Green billed for the closet and carport (project). The parties agree that Mr. Green started the project in the summer of 2018. They did not state how long Mr. Green worked on the project but agree that it was not finished by the fall of 2018 and the siding, insulation, and soffit were still not installed. Mr. Green returned in August 2019 to install the siding. Miss Hill says he still has not installed the insulation or soffit.
11. Mr. Green says the parties agreed he would bill for “time and materials” for the project. He did not state whether he provided an estimate to Miss Hill. Miss Hill says the parties agreed to a fixed rate of \$10,000 for both labour and materials.
12. Mr. Green submitted 4 invoices that he gave to Miss Hill. All of the invoices were for labour. Three invoices were dated July 26, 2018 and totaled \$7,615, which Mr. Green says Miss Hill paid. The fourth invoice dated August 30, 2019 was for installing the siding. Mr. Green charged \$908.25 for labour and materials. Mr. Green says Miss Hill paid him \$300 in October 2019 and did not fulfill her promise to pay the balance by monthly installments. He says she still owes him \$608.25.

13. Miss Hill says Mr. Green billed her \$7,015 for labour for the project excluding the siding. She stated that she paid Mr. Green \$10,000 on September 2018 even though the siding, insulation, and soffit were not installed. She also stated that she paid Mr. Green \$13,905.05. Miss Hill did not explain how she arrived at either \$10,000 or \$13,905.05. She also stated Mr. Green did not acknowledge a \$1,600.00 cash payment. Miss Hill says she feels that she was overcharged and says that she paid Mr. Green \$300 in October 2019 only to appease him. She denies that she still owes Mr. Green \$608.25.
14. I prefer Mr. Green's evidence about the amount Miss Hill paid him since Miss Hill's submissions about the amount she paid Mr. Green are inconsistent and unsupported in the evidence before me. She also did not submit any details about when the payments were made or any evidence such as cancelled cheques or receipts. I find Miss Hill paid a total of \$7,915 for labour.
15. Miss Hill also says that Mr. Green gave her receipts for building materials totaling \$7,030.25 which she says she paid in cash. She submitted 38 pages of receipts that she says totals \$7,030.25. Since Mr. Green did not respond to Miss Hill's allegation even though he had the opportunity to do so, I accept that Miss Hill reimbursed Mr. Green \$7,030.25 for building materials.

What were the agreement's terms?

16. I find the evidence is more consistent with Mr. Green's position that the parties agreed he would bill for time and materials, not at a fixed rate. I say this because if it had been a fixed rate, then Miss Hill would not have paid for building materials separately.
17. I considered whether the parties may have agreed to a fixed rate of \$10,000 for the labour plus the cost of building materials. However, I give this possibility no weight since neither party suggested this was their agreement.

18. Miss Hill says that since Mr. Green installed the trusses for a fixed rate of \$1,800, this proves that his business practice includes offering fixed rates for his services. Mr. Green says he would not have offered a fixed rate for the closet and carport project since he did not have a “detailed scope of work” or drawings. I find the fact that Mr. Green was prepared to perform a different project on a fixed rate basis does not prove that he agreed to the same terms for installing the closet and carport, which was a larger project.
19. Since this was not a fixed rate contract, I find Miss Hill agreed to pay Mr. Green as he completed different stages of the project. Miss Hill did not dispute the quality of the work done, the number of hours, or Mr. Green’s rate in the August 2019 invoice and so I find Miss Hill must pay Mr. Green the balance of \$608.25.

CRT FEES, EXPENSES, AND INTEREST

20. The *Court Order Interest Act* applies to the CRT. Mr. Green is entitled to pre-judgment interest on the debt of \$608.25 from August 29, 2019, the date of the invoice, to the date of this decision. This equals \$11.20.
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. I find Mr. Green is entitled to reimbursement of \$125 in CRT fees. Mr. Green did not claim dispute-related expenses.

ORDERS

22. Within 14 days of the date of this order, I order Miss Hill to pay Mr. Green a total of \$744.45, broken down as follows:
 - a. \$608.25 in debt,
 - b. \$11.20 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$125 in CRT fees.

23. Mr. Green is entitled to post-judgment interest, as applicable.
24. 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.
25. 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.

Rama Sood, Tribunal Member