



Civil Resolution Tribunal

Date Issued: December 21, 2020

File: SC-2020-005850

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Elite Gas Services Inc. v. Rocky Mountain Riders Snowmobile Tours and Rentals Ltd.*, 2020 BCCRT 1447

B E T W E E N :

ELITE GAS SERVICES INC.

APPLICANT

A N D :

ROCKY MOUNTAIN RIDERS SNOWMOBILE TOURS AND
RENTALS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about payment of an outstanding invoice.
2. The applicant, Elite Gas Services Inc. (Elite Gas) repaired the furnace belonging to the respondent, Rocky Mountain Riders Snowmobile Tours and Rentals Ltd. (Rocky

Mountain) in March 2019. Elite Gas says Rocky Mountain refuses to pay its outstanding invoice. Elite Gas claims \$422.36.

3. Rocky Mountain says it should not have to pay the invoice because of Elite Gas's allegedly poor customer service. It says Elite Gas significantly overcharged for the repair in the original bill and verbally abused Rocky Mountain's owner. Further, Rocky Mountain says it only asked for a quote, not a repair.
4. Elite Gas is represented by its owner, K. Rocky Mountain is represented by its owner, R.
5. For the reasons set out below, I find Rocky Mountain must pay Elite Gas' outstanding invoice.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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

10. The issue in this dispute is whether Rocky Mountain must pay Elite Gas for furnace repair and, if so, how much?

EVIDENCE AND ANALYSIS

11. In a civil claim like this one the applicant, Elite Gas, must prove its claim on a balance of probabilities. I have reviewed all evidence and submissions provided, but only refer to the evidence which explains and give context to my decision.
12. Rocky Mountain contacted Elite Gas about its furnace that was not working. On March 15, 2019 K inspected Rocky Mountain's furnace and determined it needed a new vent motor. On March 23, 2019 K returned to Rocky Mountain and installed the new vent motor. None of this is disputed.
13. Elite Gas issued an invoice to Rocky Mountain on March 31, 2019 for \$963.73. Based on the itemized invoice, I find Elite Gas charged Rocky Mountain \$672.84 for the vent motor cost.
14. It is undisputed that R questioned the cost of the new part and refused to pay the invoice.
15. R says he found the same part at another supplier for less than \$150 in October 2019. Based on emails between the parties in December 2019, I find Rocky Mountain accused Elite Gas of overcharging for the vent motor and refused to pay the bill. In a December 19, 2019 email K advised Rocky Mountain that he had paid \$498.40 for

the vent motor and added his usual 35% markup to the part. Rocky Mountain again refused to pay the outstanding invoice.

16. According to Elite Gas' January 23, 2020 email, it amended its invoice to reflect a vent motor cost of \$157.25, rather than the original \$672.48. In his email of the same date, I find K told Rocky Mountain that his supplier had incorrectly billed him for 3 vent motors, instead of 1. K said he inquired with his supplier because of R's concern with the part cost and learned of the supplier's mistake. K apologized to R and asked for payment of the revised invoice for \$422.36.
17. Rocky Mountain says Elite Gas tried to take advantage and "rip him off" by overcharging for the vent motor. I disagree. I find Elite Gas was charged \$498.40 for 1 vent motor by its supplier, based on the supplier's March 27, 2019 invoice. I find Elite Gas did not intentionally overcharge Rocky Mountain but, rather, passed on the supplier's mistaken overcharge to Rocky Mountain. Further, I find Elite Gas fixed the error and amended the invoice when it learned of the supplier's error.
18. Rocky Mountain says it should not have to pay the invoice because K swore and verbally harassed R on the telephone. K denies this and says it was R that was rude, harassing, and threatened to slander Elite Gas. I find I need not determine who was rude to whom because it has no impact on whether Rocky Mountain must pay the outstanding invoice or not.
19. Rocky Mountain says it did not ask Elite Gas to fix the furnace, but only to provide a quote. I find this is not supported by R's emails, which say nothing about quotes or unauthorized repairs. R's emails only dispute the vent motor cost. Further, K says R unlocked the door for K on March 23, 2029, let him in, and thanked him for repairing the furnace, which R did not dispute. On balance, I find it more likely than not that R, on behalf of Rocky Mountain, asked Elite Gas to repair the furnace.
20. In summary, I find Elite Gas repaired Rocky Mountain's furnace, as requested. Rocky Mountain does not dispute the gas fitter or service charge fees on the amended

invoice, or the amended vent motor cost. So, I find Rocky Mountain must pay Elite Gas \$422.36 for the outstanding invoice.

21. The *Court Order Interest Act* applies to the CRT. Elite Gas is entitled to pre-judgment interest on the \$422.36 from March 31, 2019, the date of the invoice, to the date of this decision. This equals \$3.66.
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. I find Elite Gas is entitled to reimbursement of \$125 in CRT fees. It did not claim dispute-related expenses.

ORDERS

23. Within 30 days of the date of this order, I order Rocky Mountain to pay Elite Gas a total of \$551.02, broken down as follows:
 - a. \$422.36 in debt,
 - b. \$3.66 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
24. The applicant is entitled to post-judgment interest, as applicable.
25. 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.

26. 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.

Sherelle Goodwin, Tribunal Member