



# Civil Resolution Tribunal

Date Issued: January 15, 2021

File: SC-2020-006719

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thind v. Dhatt*, 2021 BCCRT 50

BETWEEN:

GURWINDER THIND

**APPLICANT**

AND:

HARBIR DHATT

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about payment for electrical services.
2. The applicant, Gurwinder Thind, says he was hired by the respondent, Harbir Dhatt, to provide electrical services at two residential locations. Mr. Thind says Mr. Dhatt

refused to pay him for these services, and claims \$2,511 in total for both jobs. Mr. Dhatt says Mr. Thind's claim is "baseless" and says Mr. Thind overcharged for the work done.

3. The parties are each 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.
6. Section 42 of the CRTA says that 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. In resolving this dispute the CRT may make one or more of the following orders, where permitted by section 118 of the CRTA:
  - a. Order a party to do or stop doing something;
  - b. Order a party to pay money;
  - c. Order any other terms or conditions the CRT considers appropriate.

## **ISSUE**

8. The issue in this dispute is to what extent, if any, Mr. Thind is entitled to payment of \$2,511 for electrical services provided to Mr. Dhatt.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant Mr. Thind bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. It is undisputed that in June and July 2019 Mr. Dhatt hired Mr. Thind to provide electrical work in two residential homes, one in Richmond and one in Surrey. The parties did not have a written agreement, but agree that it was their intention that Mr. Thind would provide both the "rough-in" portion of the work, and later complete the "finishing" portion on both properties.
11. Mr. Thind says after the rough-ins were done, he billed Mr. Dhatt \$2,511 for the work completed to date. Text messages in evidence show that Mr. Dhatt acknowledged this amount, and agreed to pay. Nowhere in the parties' text messages does Mr. Dhatt dispute Mr. Thind's amount billed, nor did Mr. Thind allege any deficiencies in the

work done, other than to say the finishing part of the jobs had not yet been done. In any event, Mr. Dhatt advised Mr. Thind that someone else would be finishing the jobs, but that he would pay Mr. Thind's bill. It is undisputed Mr. Thind has not been paid anything towards the \$2,511 claimed in this dispute.

12. Mr. Dhatt now says that he never agreed to the amount Mr. Thind is claiming, and that Mr. Thind is overcharging. Mr. Dhatt says Mr. Thind should only be entitled to \$1,200, but did not provide any evidence or submissions about why this lower amount. I also note Mr. Dhatt did not address in his submissions his text messages to Mr. Thind acknowledging he would pay Mr. Thind's invoice.
13. In contrast, Mr. Thind provided time sheets and lists of materials used for each of the Richmond and Surrey jobs, totaling \$2,511.03 for labour and materials (\$1,586.28 for Richmond and \$924.75 for Surrey). As noted above, other than his general assertion that Mr. Thind is overcharging, Mr. Dhatt does not allege any deficiencies in Mr. Thind's work, nor does he explain how Mr. Thind has overcharged him.
14. While there is no specific agreement about what Mr. Dhatt would pay for the rough-in work Mr. Thind completed at the two locations, I find the number of hours (23.5 hours for Richmond and 17 hours for Surrey), hourly rate (\$35), and cost of materials (\$722.66 for Richmond and \$300 for Surrey) reasonable on the evidence before me. As noted, Mr. Dhatt did not provide any evidence of what he argues a more reasonable cost would have been.
15. On balance, I find Mr. Dhatt agreed to pay Mr. Thind \$2,511 for the electrical work Mr. Thind completed, but failed to do so. I find Mr. Thind is entitled to the \$2,511 claimed.
16. The *Court Order Interest Act* applies to the CRT. I find Mr. Thind is entitled to pre-judgment interest on the \$2,511 from July 15, 2019, the first date he requested payment from Mr. Dhatt, to the date of this decision. This equals \$53.36.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no

reason to deviate from that general rule. As Mr. Thind was successful, I find that he is entitled to reimbursement of the \$125 he paid in tribunal fees. No dispute-related expenses were claimed.

## **ORDERS**

18. Within 30 days of the date of this decision, I order the respondent, Harbir Dhatt, to pay the applicant, Gurwinder Thind, a total of \$2,689.36, broken down as follows:
  - a. \$2,511 in debt for unpaid electrical services,
  - b. \$53.36 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in tribunal fees.
19. Mr. Thind is also entitled to post-judgment interest, as applicable.
20. 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.

21. 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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Andrea Ritchie, Vice Chair