



# Civil Resolution Tribunal

Date Issued: April 30, 2021

File: SC-2020-006264

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Jimmy's Quality Tiles & Stones Ltd. v. Minhas*, 2021 BCCRT 459

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

JIMMY'S QUALITY TILES & STONES LTD.

**APPLICANT**

**A N D :**

AMRITPAUL KAUR MINHAS, SIMRANJIT SINGH MINHAS, and  
PAVITAR PANGLI

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about an unpaid balance for the sale of tiles. The applicant tile supplier, Jimmy's Quality Tiles & Stones Ltd. (Quality Tiles), says the respondents Amritpaul Kaur Minhas and Simranjit Singh Minhas bought tiles for their new home

but have not paid in full. The respondent Pavitar Pangli is the Minhas' family member and was the home's builder. Quality Tiles claims \$1,821.27, which it says is the unpaid balance owing.

2. The respondents say Mr. Pangli was not a contracting party for the tile. They also say Quality Tiles failed to properly credit returned or damaged tiles and say the proper outstanding balance was \$1,650 not \$1,821.27. The respondents further say they gave \$1,650 in cash to Quality Tiles' representative MK, and so they say they owe nothing.
3. Quality Tiles is represented by its principal, Jimmy Arora. Amritpaul Kaur Minhas represents the respondents. Without intending any disrespect, as the Minhases share the same last name, for clarity and convenience I will refer to them as Amrit and Simran, which is also how Amrit refers to them in submissions.

## **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. 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. In some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes

proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.

6. Under section 42 of the CRTA, 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Who were the contracting parties for the tile,
  - b. What amount should be credited for returned tiles,
  - c. Did Amrit give Quality Tiles' representative MK \$1,650 in cash, and
  - d. What, if anything, is the outstanding balance owing for the tile?

## **EVIDENCE AND ANALYSIS**

9. In a civil claim like this one, the applicant Quality Tiles bears the burden of proving its claim, on a balance of probabilities. While I have reviewed the parties' submitted evidence and arguments, I have only referenced below what I find is necessary to give context to my decision.
10. The Minhases were building a new home and Amrit's father Mr. Pangli acted as their builder. It is undisputed Mr. Pangli had prior construction dealings with Quality Tiles, before the Minhas' home construction. It is also undisputed the tile was delivered in the summer of 2019.

11. Quality Tiles submitted an undated sales order made out to Mr. Pangli for the tile. Based on the parties' text messages in evidence, the order was produced in August 2019, after Quality Tiles' general manager MK requested payment and Mr. Pangli asked for a bill. The sales order showed a \$4,680.78 total inclusive of tax, a handwritten notation showing a \$2,800 payment, leaving a handwritten \$1,880.78 balance. The undisputed evidence shows Mr. Pangli paid \$2,800 on September 11, 2019 by credit card, which the Minhases say and I accept was done on their behalf.
12. On May 16, 2020, after repeated unanswered requests for payment Quality Tiles charged \$1,821.27 against the credit card it had on file from September 2019. The respondents complained to their card issuer who reversed the charge. As noted, \$1,821.27 is what Quality Tiles claims in this dispute. I find nothing turns on the fact the credit card company reversed the charge.
13. Next, while Mr. Pangli was involved in the tiles' ordering and the \$2,800 payment, I find Quality Tiles knew he only acted as agent for the Minhases. I find this means Mr. Pangli is not personally responsible for the cost of the tiles. Rather, I find Quality Tiles' claim is as against the Minhases only and I dismiss its claim against Mr. Pangli.
14. I turn then to the issue of whether Quality Tiles properly credited for returned and damaged tiles. As noted, Quality Tiles claims \$1,821.27, and says the difference between that and the \$1,880.78 invoice balance reflects its \$59.51 credit for the tiles that the respondents left outside its store as returned items.
15. In contrast, the respondents say the proper credit for returned or damaged tiles is \$230.78, which explains the \$171.27 difference between the \$1,650 the respondents say was outstanding as of September 2019 and the \$1,821.27 Quality Tiles asserts.
16. The respondents did not dispute they left the returned tiles outside Quality Tiles' store. The respondents also did not submit any evidence to show how many tiles were returned or which type, or any evidence support their assertion the returned

tiles were worth an additional \$171.27 credit. On balance, I find the weight of the evidence favours a conclusion the outstanding balance was \$1,821.27 as claimed by Quality Tiles. The multiple text messages discussed below between MK and Mr. Pangli support this conclusion, because nowhere in them does Mr. Pangli ever challenge the invoice amount.

17. More significantly, the text messages in evidence from September 2019 through March 2020 show MK repeatedly asked Mr. Pangli for the outstanding payment, and Mr. Pangli kept promising, missing deadlines and giving excuses. At no point did Mr. Pangli suggest the parties had agreed to defer final payment as Amrit alleges. I find Quality Tiles never agreed to defer payment and Amrit's assertion to the contrary hurts her credibility. Notably, there is no statement in evidence from Mr. Pangli.
18. MK's near daily texts with Mr. Pangli show he was becoming increasingly anxious for payment. On March 11, 2020, Quality Tiles' staff D emailed Amrit noting the outstanding balance was "\$1,821.27 + tax". It appears the "+ tax" was in error as it was already included in the \$1,821.27 balance. There is no email response in evidence showing Amrit objected to this total.
19. On March 12, 2020, Mr. Pangli texted MK Amrit's address, after repeatedly saying he was waiting for her to respond to him. As noted, MK was anxious to collect payment. About an hour later, MK texted Mr. Pangli asking for a call, that it was very important, and said, "what about my payment. I need cheque" (reproduced as written). MK added that he never expected to be insulted by anyone and that he went all the way to Amrit's address to get payment. MK wrote, "when I sold tiles one year ago. I never ask you or anyone to sign paper!". Quality Tiles submitted MK's statement that I find is consistent with this exchange, as discussed further below.
20. I turn then to Amrit's assertion she gave MK \$1,650 cash in an envelope on March 12, 2020 when he came to her house to collect payment. She submitted a video that she admits does not show any cash hand-over to MK. I reviewed the 1 minute 38 second video, which does not have any audio, and it shows only a man on a

doorstep speaking to someone outside the screen's view. I find the video entirely unhelpful, since it is undisputed MK attended to pick up money that day. The central issue, whether Amrit gave MK cash, is not resolved by the video at all.

21. Amrit says her husband Simran told her to take a photo of the cash in the envelope she says she gave MK, but she submitted no such photo. There is no statement from Simran in evidence. Amrit also did not provide a satisfactory explanation of why her doorbell camera only captured the first 98 seconds of MK's arrival and not the portion where she says she gave him cash.
22. In his submitted statement MK says he refused \$1,650 as final payment and told Amrit she needed to also pay the applicable taxes. MK says he also suggested she pay by cheque not cash. I find this is consistent with MK's texts with Mr. Pangli, both before March 12, on March 12, and those after as discussed below.
23. MK continued to text Mr. Pangli on March 13, asking for payment. The next morning on March 14, Mr. Pangli wrote "drop you money Monday evening". On March 16, Mr. Pangli wrote that "I'm waiting my [daughter] drop off money", to which MK wrote that payment is already too late, and he was only going to wait to the end of that day or otherwise file a claim in court. Over the next day MK repeatedly texted seeking payment and Mr. Pangli responded he was trying to get it from Amrit. MK's near daily pleas continued through May 6, 2020, but Mr. Pangli did not respond after mid-March 2020.
24. At no point in all of these messages did Mr. Pangli say MK had already been paid \$1,650 in cash. He also did not dispute the balance owing.
25. Quality Tiles also submitted a statement from Rosy Arora, Mr. Arora's daughter who is also a lawyer. In her statement, Ms. Arora detailed a July 24, 2020 call she received from Amrit, which resulted from Amrit receiving Ms. Arora's demand letter seeking payment on Quality Tiles' behalf. Ms. Arora said Amrit explained she tried to give MK \$1,650 in cash but MK refused to give her a receipt. Ms. Arora said she

specifically asked Amrit if she gave MK cash or not, and that Amrit clarified that she did not because MK refused to take it.

26. I find the most likely scenario is that Amrit offered MK \$1,650 in cash and sought a receipt, but he refused and said \$1,650 was not the full amount owing. I do not need to decide which of MK or Amrit became angry at that point. The material point is I find Amrit in fact did not give MK any cash on March 12, or at all. This is consistent with MK's evidence and Ms. Arora's, and the text messages summarized above.
27. In short, Amrit bears the burden of proving she gave MK any cash on March 12, 2020. I find the weight of the evidence simply does not support a conclusion she did so. In particular, I find if she had, Amrit's father Mr. Pangli would have said so in the numerous text messages after March 12. Further, Amrit has submitted no supporting evidence that she did so, such as statements from Mr. Pangli or Simran.
28. Given my conclusion above, I find the Minhases owe Quality Tiles the claimed \$1,821.27.
29. The *Court Order Interest Act* (COIA) applies to the CRT. I find Quality Tiles is entitled to pre-judgment interest under the COIA on the \$1,821.27 award, calculated from October 1, 2019 to the date of this decision. I find October 1, 2019 is a reasonable date, given the evidence before me shows that is when MK demanded the outstanding invoice balance. This interest equals \$33.47.
30. 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. As Quality Tiles was successful, I find it is entitled to reimbursement of \$125 in paid CRT fees of \$125. No dispute-related expenses are claimed.

## **ORDERS**

31. Within 30 days of this decision, I order the Minhases to pay Quality Tiles a total of \$1,979.74, broken down as follows:

- a. \$1,821.27 in debt,
  - b. \$33.47 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
32. Quality Tiles is entitled to post-judgment interest, as applicable. I dismiss Quality Tiles' claims against Mr. Pangli.
33. 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.
34. 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