



# Civil Resolution Tribunal

Date Issued: May 14, 2021

File: SC-2020-009517

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lopez (dba Made Cleaner Professional) v. Punn*, 2021 BCCRT 521

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

BLANCA ESPERANZA LOPEZ (Doing Business As MADE CLEANER PROFESSIONAL)

**APPLICANT**

**A N D :**

RAVI SINGH PUNN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

## INTRODUCTION

1. The applicant, Blanca Esperanza Lopez (Doing Business As Made Cleaner Professional), runs a cleaning service. She says that she cleaned a home for the respondent, Ravi Singh Punn. Ms. Lopez says that he has refused to pay her. She claims \$1,525.12, the amount she charged for the clean, plus 19.99% interest.

2. Mr. Punn says that he did not pay Ms. Lopez because she did not adequately clean the home and overcharged him. He asks me to dismiss Ms. Lopez's claims.
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 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. 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 decided to hear this dispute through written submissions.
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 pay money or to do or stop doing something. The tribunal's order may include any terms or conditions the CRT considers appropriate.

8. Mr. Punn did not initially provide any evidence or submissions other than what he said in the Dispute Response at the beginning of this dispute, despite the CRT giving him multiple opportunities to do so. In response to the CRT staff's reminders about making submissions, he provided a screen capture of a text message. This is the only evidence he provided. I gave Ms. Lopez the opportunity to review and comment on this text message, which she did. So, I accepted this evidence even though Mr. Punn provided it after the CRT's deadline for providing evidence.

## **ISSUE**

9. The issue in this dispute is how much, if anything, Mr. Punn owes Ms. Lopez for cleaning services.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, Ms. Lopez as the applicant must prove her case on a balance of probabilities. While I have read all the parties' evidence and Ms. Lopez's submissions, I only refer to what is necessary to explain my decision.
11. Before turning to the merits of this dispute, I note that neither party provided much evidence. While parties are under no obligation to provide evidence, failing to do so can lead to the CRT making an adverse inference. This is because it is generally reasonable to assume that if a party had evidence or submissions to support their position, they would provide it. In the circumstances of this dispute, I find that it is appropriate to make several adverse inferences against both parties based on their failure to provide relevant evidence, as set out below.
12. It is undisputed that Ms. Lopez's cleaning business cleaned a home for Mr. Punn on November 18, 2020. Ms. Lopez sent Mr. Punn a text in the evening of November 18, 2020, saying that the cost of the clean was \$1,000, broken down as \$650 for 3 cleaners for 6.5 hours and \$350 for carpet cleaning. In the message, Ms. Lopez said that this did not include time that the cleaners had to wait to get into the house, and that she would not charge him for this wasted time. Ms. Lopez says that Mr.

Punn had key problems when her employees showed up to clean, which took 3 hours to solve. Mr. Punn did not respond to this text and does not dispute Ms. Lopez's evidence on this point, so I accept that Mr. Punn had key problems that led to Ms. Lopez's cleaners waiting 3 hours before they could start cleaning.

13. Ms. Lopez followed up with another text message on November 21, 2020, asking for payment. Mr. Punn said he would pay but the price was "too high".
14. Ms. Lopez says that Mr. Punn agreed in a text message to pay the amount claimed by December 5, 2020. However, she did not provide a text message that says this. I find that if Ms. Lopez had a text message where Mr. Punn agreed to pay her, she likely would have provided it. So, I do not accept this evidence.
15. There is no evidence of a written contract between the parties. Based on the text message breaking down the \$1,000 charge, I find that the parties agreed that Mr. Punn would pay \$100 per hour for 3 cleaners. I say this because Mr. Punn did not dispute it in his responding text message and provided no contradictory evidence in this dispute. I find that the parties agreed that Ms. Lopez would charge \$350 extra for the carpet cleaner for the same reasons.
16. Mr. Punn says that the November 18 clean was the fourth time he had used Ms. Lopez's cleaning service. He said that a previous clean had cost \$700. According to the text message Mr. Punn provided, another clean had cost \$650. Ms. Lopez does not deny any of this, so I accept that previous cleans had cost between \$650 and \$700. However, Ms. Lopez says that the reason the cost was higher than previous cleans is that the house was bigger and dirtier than previous houses. Mr. Punn did not provide any evidence to dispute how much time the cleaners spent at the house. He also did not provide any evidence about the other houses Ms. Lopez cleaned. So, I find that Ms. Lopez's 3 cleaners spent 6.5 hours cleaning the house. I also find that Ms. Lopez's cleaners cleaned the carpets because Ms. Lopez provided videos of this. Therefore, I find that Ms. Lopez has proven that Mr. Punn owes her \$1,000 for the clean.

17. With that, it is unclear why Ms. Lopez claims \$1,525.12 in this dispute. She says she should be paid for her employees' wasted time, which presumably accounts for the additional \$525.12. I find that Ms. Lopez is entitled to an additional \$300, based on 3 wasted hours at \$100 per hour. I note that Ms. Lopez previously agreed not to charge for this wasted time, but I find that this was a gratuitous offer predicated on Mr. Punn paying her, which he did not do.
18. As mentioned above, Mr. Punn says that the cleaners did a poor job. He says that his real estate agent told him that the house was still dirty. He says that he had to hire other cleaners to redo the clean. When a person alleges defective or substandard work, they must prove it. See *Lund v. Appleford Building Company Ltd. et al*, 2007 BCPC 30. There is no statement from the real estate agent and no invoice or other objective evidence about any new cleaners. I find that Mr. Punn has not proven that Ms. Lopez's work was not to a reasonable standard. So, he has not proven that Ms. Lopez's invoice should be reduced for this reason.
19. Ms. Lopez provided a screen capture of a \$700 email money transfer, which was from someone with the last name Punn. It is dated December 22, 2020. The email is a notification email so I find that it is not evidence that Ms. Lopez actually deposited the \$700. Ms. Lopez does not say anything about this email, such as whether she accepted the payment or, if she did, whether it was payment towards the November 18 clean or another cleaning job. Mr. Punn does not mention paying anything towards the November 18 clean in the Dispute Response, which he filed after December 22, 2020. In the absence of an explanation, I cannot conclude that Mr. Punn has paid anything towards the November 18 cleaning.
20. For these reasons, I find that Ms. Lopez is entitled to be paid \$1,300.
21. As mentioned above, Ms. Lopez claims 19.99% interest. She admits that Mr. Punn did not agree to pay interest. She says that Mr. Punn should have to pay the interest rate on her credit card. However, I find that a party cannot charge interest unless the other party agrees to it. See *N.B.C. Mechanical Inc. v. A.H. Lundberg Equipment Ltd.*, 1999 BCCA 775.

22. When parties do not have an agreement about interest, the *Court Order Interest Act* (COIA) applies. So, I find that Ms. Lopez is entitled to pre-judgment interest from November 18, 2020, to the date of this decision. This equals \$2.84.
23. 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. Ms. Lopez was partially successful, so I find that she is entitled to reimbursement of half of her \$125 in CRT fees, which is \$67.50. She did not claim any dispute-related expenses. Mr. Punn did not claim any dispute-related expenses or pay any CRT fees.

## **ORDERS**

24. Within 30 days of the date of this order, I order Mr. Punn to pay Ms. Lopez a total of \$1,370.34, broken down as follows:
  - a. \$1,300 in debt,
  - b. \$2.84 in pre-judgment interest under the COIA, and
  - c. \$67.50 for CRT fees.
25. Ms. Lopez is entitled to post-judgment interest, as applicable.
26. 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.

27. 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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Eric Regehr, Tribunal Member