



Civil Resolution Tribunal

Date Issued: May 17, 2021

File: SC-2021-001383

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Condo Clear Services Inc. v. Brooks*, 2021 BCCRT 524

B E T W E E N :

CONDO CLEAR SERVICES INC.

APPLICANT

A N D :

CATUS BROOKS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about payment for document review services. The applicant, Condo Clear Services Inc. (Condo Clear), says that it performed services for the respondent, Catus Brooks, for which it has not been paid. Condo Clear asks for an order that Mr.

Brooks pay it the outstanding \$414.75. Mr. Brooks admits that he received services from Condo Clear, but denies that he is responsible for the amount it claims.

2. Condo Clear is represented by its owner. Mr. Brooks is self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. 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.
6. 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

7. The issue in this dispute is whether Mr. Brooks is responsible for Condo Clear's \$414.75 claim.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, applicants must prove their claims on a balance of probabilities. Condo Clear provided evidence and submissions in support of its position. Mr. Brooks provided submissions on his Dispute Response, but did not provide evidence or further submissions despite having the opportunity to do so. I have read all the information provided by the parties, but refer to only the evidence and argument that I find relevant and necessary to provide context for my decision.
9. Condo Clear says it received an online order form for its services from Mr. Brooks on January 14, 2021. On that same date, Mr. Brooks signed a services contract with Condo Clear for what was described as a "Buyers Review Level 2 - \$395 + tax". This service involved Condo Clear gathering and reviewing various strata-related documents, to a maximum of 450 pages, and providing a summary of that information to identify "any and all obvious shortcomings" with a property Mr. Brooks intended to buy.
10. Condo Clear provided the results of the document review to Mr. Brooks on January 19, 2021. Its report identified areas of concern, such as potential special levies, possible insurance issues, and strata expenditures that may not have been properly authorized. The report also sets out information about each document included in the "Buyers Review Level 2" package, namely the Form B, financial statements, depreciation report, insurance certificate, rental disclosure statement (which was not applicable to the property), bylaws, rules, strata plan, and two years of strata council meeting minutes.

11. Condo Clear charged Mr. Brooks \$414.75 for its services, representing the \$395 fee plus GST. Mr. Brooks admits that he did not pay Condo Clear, saying that he “refused to pay the non-negotiable 415\$ for low quality service”.
12. Mr. Brooks does not deny that he asked for services from Condo Clear or that he signed a contract for those services. He says that, when he purchased his condominium, the interest rate for his mortgage was higher than expected and he was charged “very high fees” by various organizations. He says he was disappointed in Condo Clear’s work for unspecified reasons, and that he should not have to pay a “gross overcharge” for “a couple hours of work”. Mr. Brooks asks that the CRT assess the fairness of Condo Clear’s charges.
13. According to Condo Clear, the work it performed for Mr. Books took “far longer than a couple hours” as it had to work with real estate agents and the strata’s property manager to obtain missing documents. Condo Clear says that it did not charge additional fees for this work, and that Mr. Brooks did not voice any displeasure with its work or request a discount to the fee.
14. I acknowledge Mr. Brooks’ submissions about his personal and financial circumstances, and his dissatisfaction with his mortgage, the state of the housing market, and other vendors with whom he dealt during his real estate transaction. However, I find that these issues are not relevant to his agreement with Condo Clear.
15. Mr. Brooks did not provide specific details about why Condo Clear’s report did not meet his expectations. His view that Condo Clear’s charge is unfair appears to be based on his perception that Condo Clear’s work would not have taken very long to complete.
16. The parties’ contract provided for a flat fee and did not allow for variable pricing depending upon the number of hours spent. So, the amount of time Condo Clear spent on the work does not impact its fee.
17. Based on its report, I am satisfied that Condo Clear reviewed all of the documents contemplated by the agreement and provided information about them to Mr. Brooks.

I find that Condo Clear performed the full scope of work required by the parties' contract.

18. Condo Clear's service fee was clearly set out on the contract Mr. Brooks signed, as was the fact that taxes would apply. As he was charged only the specified fee, I find that there were no "hidden costs" as Mr. Brooks suggests. Mr. Brooks received the services described in the parties' contract, so I find he is responsible for the fee that he agreed to pay. I order Mr. Brooks to pay Condo Clear \$414.75.
19. Condo Clear is also entitled to pre-judgment interest under the *Court Order Interest Act*. This equals \$0.61.
20. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Condo Clear is entitled to reimbursement of \$125 in CRT fees. It did not claim any dispute-related expenses.

ORDERS

21. Within 30 days of the date of this order, I order Mr. Brooks to pay Condo Clear a total of \$540.36, broken down as follows:
 - a. \$414.75 in debt under the parties' contract,
 - b. \$0.61 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
22. Condo Clear is entitled to post-judgment interest, as applicable.
23. 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.

24. 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.

Lynn Scrivener, Tribunal Member