



Civil Resolution Tribunal

Date Issued: May 21, 2021

File: SC-2021-000290

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Veridis Plumbing & Heating Ltd. v. Woods*, 2021 BCCRT 554

B E T W E E N :

VERIDIS PLUMBING & HEATING LTD.

APPLICANT

A N D :

KEVIN WOODS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, Veridis Plumbing & Heating Ltd. (Veridis), installed a fireplace for the respondent, Kevin Woods.

2. Mr. Woods did not pay Veridis' \$1,399.96 invoice. He says he was given a quote for a 4 or 5-hour job, and was charged for 9 hours. He says some of the work was unnecessary.
3. Veridis says it gave Mr. Woods an estimate but he agreed to pay for time and materials. It says all the work was necessary. Veridis seeks \$1,399.96 for its invoice, plus contractual interest.
4. Mr. Woods represents himself. Veridis is represented by an employee or principal. For the reasons that follow, I find Mr. Woods must pay Veridis' invoice.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.

8. 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

9. The issue in this dispute is whether Mr. Woods must pay Veridis' claimed \$1,399.96, or some lesser amount, for the fireplace installation.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil dispute, Veridis must prove its claim on a balance of probabilities. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision. Mr. Woods did not submit evidence despite having the opportunity to do so.
11. It is undisputed that Mr. Woods supplied a gas fireplace and asked Veridis to install it in his home. The work took place on December 17 and 18, 2019.
12. The January 9, 2020 invoice included 6 hours of labour on December 17 for installing the fireplace, a vent, and running a gas line to the new gas meter. The invoice included 3.25 hours of labour on December 18 for finishing the gas run, testing for leaks, installing a fan, and securing the gas line "and mark". The invoice also included materials and permit charges, which Mr. Woods does not dispute.
13. The parties' emails indicate that on February 28, 2020, Veridis deducted \$100 after Mr. Woods objected to the price. After the \$100 discount, the total was \$1,399.96, which is what Veridis claims in this dispute.
14. Mr. Woods refused to pay Veridis' invoice. He says Veridis quoted 4-5 hours for the job, but charged him for 9.25 hours. Mr. Woods also says the work on the second day was unnecessary. He does not contest the hourly rate. He does not explain why he refused to pay anything at all.

15. It is undisputed that there was no written quote. Mr. Woods does not say who quoted him 4-5 hours, but I infer from the evidence that a Veridis installer, CB, attended Mr. Woods' home to provide a quote. The December 11, 2019 work order said, under "job notes and instructions" that CB assessed the job and booked it as "cost plus".
16. Veridis says "cost plus" means Mr. Woods agreed to pay for time and materials. Veridis also says it gave Mr. Woods a "budget price," or a "guess of what the job might cost." It does not say what that budget price was, so I accept Mr. Woods' evidence that Veridis initially estimated 4-5 hours of work.
17. I find that Mr. Woods' use of the word "quote" is consistent with Veridis' description of a budget or guess. These words imply that 4-5 hours was an estimate of the time the job might take, and the actual time could vary depending on the complexity of the job. So, I find the Veridis provided an estimated time only, for a job based on time and materials.
18. Mr. Woods does not dispute that Veridis provided 9.25 hours of labour as invoiced. Rather, he says some of the labour was unnecessary. The material question, then, is whether Veridis' invoice reflects time that was reasonably spent.
19. Mr. Woods says on the second day of installation, the installer moved a valve that the installer had already installed the first day. He says the installer's other job scheduled for that day cancelled and the installer did not want to lose hours, although he does not say how he knows this. Mr. Woods also says he told the installer not to move the valve and then left, only to return and discover that the installer had "ripped everything out that he installed the day before." Veridis denies this and says Mr. Woods is raising this issue for the first time in submissions.
20. The parties discussed Mr. Woods' concerns in several emails. Mr. Woods did not raise in these emails any concern that the installer acted against his instructions. So, I am not persuaded that the installer did anything against Mr. Woods' instructions.
21. From the emails I find Veridis' position is that that a regulator associated with Mr. Woods' old gas fireplace had to be relocated in order to pass inspection. Veridis said

the previous gas service was not “code complaint” and that Veridis did what was necessary to complete the installation to code, including relocating the regulator.

22. I accept this explanation and I find that this is the likely reason the work took longer than anticipated. As there is no contradictory evidence from another installer or a similarly qualified expert, I find that the work was necessary and that the time spent was reasonable.
23. In summary, I find Mr. Woods agreed to pay for Veridis’ time and materials. I find the invoiced amount, though higher than the parties anticipated, reflected the parties’ agreement for reasonably necessary time and materials. I find Mr. Woods must pay the \$1,399.96 invoice.
24. Veridis claims contractual interest at 26.82% annually, based on a statement in its invoice. I find Veridis is not entitled to contractual interest because there is no evidence the parties had an agreement about interest. A right to charge interest cannot be based only on a unilateral assertion in an invoice (*Hardwoods Specialty Products LP v. Rite Style Manufacturing Ltd.*, 2006 BCCA 139). As there was no agreement about interest, I find Veridis is entitled to interest under the *Court Order Interest Act*, which applies to the CRT. Veridis is entitled to pre-judgment interest on the \$1,399.96 invoice from February 9, 2020, which is 30 days after the invoice date, to the date of this decision. This equals \$16.30.
25. 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 find Veridis is entitled to reimbursement of \$125 in CRT fees. Veridis did not claim any dispute-related expenses.

ORDERS

26. Within 14 days of the date of this order, I order Mr. Woods to pay Veridis a total of \$1,541.26, broken down as follows:
 - a. \$1,399.96 in debt for the invoice,

- b. \$16.30 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125.00 in CRT fees.

27. Veridis is entitled to post-judgment interest, as applicable.

28. 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.

29. 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.

Micah Carmody, Tribunal Member