



Civil Resolution Tribunal

Date Issued: December 29, 2021

File: SC-2021-002853

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Synthesis Builders Inc. v. P.B.M. Distributing Inc.*, 2021 BCCRT 1345

B E T W E E N :

SYNTHESIS BUILDERS INC.

APPLICANT

A N D :

P.B.M. DISTRIBUTING INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for drywall repairs. The applicant contractor Synthesis Builders Inc. (Synthesis) says the respondent P.B.M. Distributing Inc.

(PBM) damaged a drywall pillar on property that PBM rented from a landlord. Synthesis claims \$525 for drywall repairs it completed. The landlord is not a party to this dispute.

2. PBM agrees Synthesis did the drywall repair but says PBM did not authorize PBM to do that work. PBM also says the contract to perform work on PBM's premises was between Synthesis and PBM's landlord, not with PBM.
3. Synthesis is represented by one of its partners, Mauro Carvajal. PBM is represented by PI, an employee or principal.

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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute based on the submitted evidence and through written submissions.
6. Under CRTA section 42, 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 CRTA section 118, 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 CRT considers appropriate.

ISSUE

8. The issue is whether PBM is responsible for Synthesis' drywall repair costs for work Synthesis did on property leased by PBM, and if so must PBM pay Synthesis \$525.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, as the applicant Synthesis has the burden of proving its claims, on a balance of probabilities (meaning "more likely than not"). I have only referenced below what I find is necessary to give context to my decision.
10. PBM admittedly damaged the drywalled pillar column with its forklift. Synthesis says it was "tasked" with the associated framing and drywall repair, in part because the column was part of a fireproof assembly and had to be repaired before "completion of the project". I infer the landlord hired Synthesis to complete a project in the property leased by PBM.
11. PBM says it was not given the opportunity to fix the damage, because Synthesis completed the repairs before receiving PBM's authorization to proceed. PBM also denies Synthesis' submission that PBM was not qualified to complete a "simply layered drywall/framing" repair.
12. In the circumstances here, I agree with PBM that Synthesis' contract with the landlord does not make PBM liable for any repairs, if PBM did not authorize them. Synthesis does not argue that PBM agreed to pay for the drywall repairs before Synthesis completed the work. Further, while the damaged column may have been left wrapped in cling film for "weeks", that fact alone does not make PBM liable to Synthesis. Based on the evidence before me, if the landlord asked Synthesis to do the repair work, Synthesis' claim would ordinarily be against the landlord.

13. However, Synthesis also says PBM told it that it was willing to pay up to \$500 and so Synthesis issued a bill for \$500, plus GST for the total claimed \$525. PBM does not deny this. Synthesis says PBM paid the \$525 but then cancelled the cheque. Synthesis also says this was part of a “mutual agreed upon settlement”, in which Synthesis paid a property manager for separate damage Synthesis caused and that PBM would pay the \$525.
14. PBM says the “mutual agreed upon settlement” was about an unrelated roof issue. Yet, PBM does not deny or even address Synthesis’ express submission that PBM gave it a \$525 cheque and then cancelled it.
15. On balance, I find it likely PBM gave Synthesis a \$525 cheque for Synthesis’ drywall repairs, because I find PBM likely agreed that it would pay Synthesis that amount. I also find it likely PBM then cancelled that cheque because PBM did not deny it despite Synthesis expressly raising the issue. If PBM had not done so, I find it likely PBM would have said so in its submissions. So, I find PBM owes Synthesis \$525 based on that agreement and failure to pay as agreed.
16. The *Court Order Interest Act* (COIA) applies to the CRT. I find PBM owes Synthesis pre-judgment interest under the COIA on the \$525, calculated from January 8, 2021 to the date of this decision. I say January 8 because that it is the undisputed date interest began accruing, as set out on the Dispute Notice. This interest equals \$2.30.
17. Under section 49 of the CRTA and the CRT’s rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Synthesis was successful, so I allow its claim for reimbursement of \$150 in CRT fees. Synthesis also claims \$100 for “admin time” and in its submissions also references a \$25 charge imposed by RBC for the cancelled cheque. I dismiss these dispute-related expense claims. This is because there is no evidence in support (such as a record of RBC’s charge) and because the \$25 is a substantive rather than a dispute-related expense claim. Further, the CRT does not generally order compensation for “time spent” (see CRT rule 9.5(5)).

ORDERS

18. Within 30 days of this decision, I order PBM to pay Synthesis a total of \$677.30, broken down as follows:
 - a. \$525 in debt,
 - b. \$2.30 in pre-judgment interest under the COIA, and
 - c. \$150 in CRT fees.
19. Synthesis is 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.
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.

Shelley Lopez, Vice Chair