



Civil Resolution Tribunal

Date Issued: February 3, 2022

File: SC-2021-006041

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Matta v. Dhatt*, 2022 BCCRT 129

BETWEEN:

GURPREET MATTA

APPLICANT

AND:

HARBIR DHATT

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about a residential renovation project payment. The applicant, Gurpeet Matta, hired the respondent contractor Harbir Dhatt to renovate Mr. Matta's

family member's washroom and closet. Mr. Matta claims a refund of the \$3,500 he paid Mr. Dhatt as a 50% advance payment, because he says Mr. Dhatt did little work on the project before quitting.

2. Mr. Dhatt says the \$3,500 covered the work he says he had completed, which he says was more than 50% of the job. He says he stopped working on the project because of Mr. Matta's allegedly rude behaviour.
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). 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. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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 by 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.

ISSUES

8. The issues are a) to what extent did Mr. Dhatt complete the renovation job, and b) to what extent, if any, is Mr. Matta entitled to the claimed \$3,500 refund.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, as the applicant Mr. Matta has the burden of proving his 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. On July 23, 2021, the parties entered into a written contract where Mr. Dhatt would renovate Mr. Matta’s family member’s bathroom and closet. I note Mr. Dhatt did business as “Neat Restoration and Contracting Services” and Mr. Dhatt signed the contract on this business’ behalf. Nothing turns on the name as the business was not a corporation or registered partnership.
11. The contract’s agreed total fixed price was \$7,000, and Mr. Matta paid Mr. Dhatt a 50% deposit of \$3,500. The contract specified that Mr. Dhatt would complete the work by July 31, 2021. On around July 30, 2021, after having done some of the contracted work, Mr. Dhatt texted Mr. Matta that he would not return to complete the job. None of this is disputed, although I note Mr. Dhatt’s text that he was not returning is not in evidence before me.
12. The parties’ July 23, 2021 contract said the renovation included the following:

- a. Destruction of the old bathroom and construction of a new one with medium grade materials, including a bathroom door.
 - b. Construction of a new closet with a door, with medium grade materials. The closet to be finished with drywall, closet racks, and rods. If Mr. Matta wanted “organization” built into the closet, that would cost extra. If extra closet drawers were required, a \$1,000 budget would also be extra.
 - c. Plumbing, tiling, mirror, and lighting.
 - d. The 50% payment of \$3,500 was due “when both parties sign” and the 50% balance was payable when the “job is complete”.
13. First, I place no weight on Mr. Matta’s submissions about Mr. Dhatt’s prior litigation history. I find that irrelevant to whether Mr. Dhatt is entitled to retain \$3,500 for any work he completed on the parties’ project.
14. Second, as noted Mr. Dhatt says he quit the job because of Mr. Matta’s rude behaviour and that he did not feel safe. I find this assertion unsupported on the evidence before me, noting Mr. Matta denies it. Mr. Dhatt did not describe the behaviour at all. Further, Mr. Dhatt did not submit any witness statements from his crew, nor any contemporaneous messages expressing concern about Mr. Matta’s behaviour, even though Mr. Dhatt says it was an issue since “day one” on the job. I find it unproven that Mr. Matta breached the parties’ contract by being rude or that he did anything entitling Mr. Dhatt to cancel the contract. So, I find Mr. Dhatt breached the parties’ contract by failing to complete the job by July 31, 2021 as agreed.
15. I turn then to the issue of whether Mr. Dhatt is entitled to retain any of the \$3,500 for work he did complete. As noted, the project was a fixed price job and Mr. Dhatt breached the parties’ contract by not completing it. So, I find the burden rests with Mr. Dhatt to prove the work he did that might justify his retaining some or all of the \$3,500.

16. Mr. Matta submitted a photo and video of the partially demolished old washroom as Mr. Dhatt had undisputedly left it. Mr. Matta also submitted a photo of the bathroom after the job was completed by a third party contractor. This latter photo clearly shows a completely new bathroom. There is no photo or video evidence before me that Mr. Dhatt did any work on the closet and Mr. Dhatt does not address the closet. Based on the photos and video, which Mr. Dhatt did not address, I find Mr. Dhatt's completed work on the entire job was likely minimal. At most, I find it was limited to some partial demolition work in the bathroom.
17. Mr. Dhatt submitted a July 31, 2021 invoice from Rahelu Plumbing & Heating Ltd. for \$2,200, with Mr. Matta listed at the "ship to". The invoice listed "rough-in for wash room, water pipe, finishing, install fix toilet for other washroom including labour & material" (reproduced as written). From his submissions I infer Mr. Matta argues this invoice was not for his project. I note the invoice date is the day after Mr. Dhatt left the job, and Mr. Dhatt does not explain this discrepancy. I also note that in Mr. Matta's photo and video of the bathroom after Mr. Dhatt left, there is no apparent "finishing" and the toilet was not installed. The demolition was clearly incomplete, with broken flooring and drywall. Mr. Dhatt did not submit any witness statements from his crew about the work they completed nor did he submit any photos of his work. On balance, I place no weight on this plumbing invoice in terms of assessing Mr. Dhatt's completed work on the project.
18. Mr. Dhatt also submitted his own handwritten list of calculations of what he says he spent on other materials for the job: \$170 for lumber, \$237.44 for drywall, and \$337 for tiles that he admits he did not install. Mr. Dhatt also submitted his own handwritten summary of his crew's hours on the job between July 24 and 27, which he valued at \$1,962. Mr. Dhatt says the \$2,200 plumbing invoice, \$1,962 for labour, and \$744.44 for the above materials totals \$4,906.44. So, he says he was entitled to keep the \$3,500. While Mr. Dhatt says Mr. Matta owes him \$1,406.44, Mr. Dhatt did not file a counterclaim.

19. In any event, I do not accept Mr. Dhatt's handwritten calculations. He submitted no invoices for the lumber, drywall, or tiles. Further, as noted he admits he retained the tiles. Next, Mr. Dhatt submits his "contractors can vouch for the work that was done" but did not provide witness statements. Parties are told by CRT staff to submit all relevant evidence, and this includes witness statements. Finally, the job was a fixed-price job and I find Mr. Dhatt barely started it, based on the photos and video.
20. Mr. Matta submitted a September 22, 2021 invoice for \$10,500 from 0944531 BC Ltd., with "renovation of Harjinder Matta's washroom & closet" as the only description of the work. Mr. Matta submitted a copy of an October 25, 2021 cheque showing he paid this invoice. While the level of detail in this invoice is lacking, on balance I accept Mr. Matta had to pay this business more than Mr. Dhatt's quoted \$7,000 job price. I find this supports my conclusion that Mr. Dhatt likely completed only a small portion of demolition work.
21. On balance, I find Mr. Matta is entitled to the return of the \$3,500 he paid Mr. Dhatt. I say this because I find Mr. Dhatt breached the parties' contract, and the small amount of demolition work Mr. Dhatt completed was of little value to Mr. Matta.
22. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Matta is entitled to pre-judgment COIA interest on the \$3,500. Calculated from July 31, 2021 to the date of this decision this equals \$8.09. I use July 31 because I do not know the date Mr. Matta paid the \$3,500 and July 31 was when Mr. Dhatt was to have completed the project.
23. 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. Mr. Matta was successful and so I find he is entitled to reimbursement of the \$175 he paid in CRT fees. No dispute-related expenses were claimed.

ORDERS

24. Within 21 days of this decision, I order Mr. Dhatt to pay Mr. Matta a total of \$3,683.09, broken down as follows:
- a. \$3,500 in debt,
 - b. \$8.09 in pre-judgment interest under the COIA, and
 - c. \$175 in CRT fees.
25. Mr. Matta 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.
27. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

Shelley Lopez, Vice Chair