



Civil Resolution Tribunal

Date Issued: February 28, 2022

File: SC-2021-007303

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Greene*, 2022 BCCRT 211

B E T W E E N :

ASLAN ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION &
SHEETMETAL SERVICES LTD.

APPLICANT

A N D :

CATHERINE GREENE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Laylí Antinuk

INTRODUCTION

1. This dispute is about payment for electrical and furnace repair services.
2. The applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan), says that the respondent, Catherine Greene, refuses to pay its

2 invoices for electrical and furnace repair services. Aslan asks me to order Ms. Greene to pay the 2 invoices, which it says total \$2,158.15.

3. Ms. Greene says she owes nothing because she should not have to pay for “warranty work”, or work that was not installed properly or the way she wanted.
4. An Aslan employee represents Aslan. Ms. Greene represents herself.
5. As explained below, I allow Aslan’s claim for repayment of the 2 invoices at issue.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims 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 the parties that will likely continue after the CRT process has ended.
7. The CRT has the discretion to decide how to hold the hearing. A hearing can occur by writing, telephone, videoconferencing, email, or a combination of these. I have decided that a written hearing is appropriate in this case. I find I am properly able to assess and weigh the documentary evidence and submissions before me. Keeping in mind the CRT’s mandate, which includes proportionality and speedy dispute resolution, I see no reason for an oral hearing.
8. The CRT can accept any evidence that it considers relevant, necessary and appropriate, even if the evidence would not be admissible in court. The CRT may also ask questions of the parties and witnesses and inform itself in any other way.
9. Where permitted under CRTA section 118, the CRT may order a party to pay money, or to do or stop doing something. The CRT may also make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

10. The issue in this dispute is whether Ms. Greene owes Aslan anything for its services.

EVIDENCE AND ANALYSIS

11. As the applicant in this civil proceeding, Aslan must prove its claims on a balance of probabilities (meaning “more likely than not”). I have reviewed all the parties’ submissions but refer only to what I consider necessary to explain my decision.

12. The parties agree that Aslan did 2 separate jobs at Ms. Greene’s house. The first job involved fixing Ms. Greene’s furnace. The second job involved installing outdoor and indoor lights in Ms. Greene’s home. I will begin with the furnace job.

13. Aslan did the furnace job on October 9, 2020. The job involved fixing Ms. Greene’s furnace and installing a new thermostat. Ms. Greene had signed an Aslan Work Authorization Form (contract) for this work on October 7, 2020. Among other things, the contract says Ms. Greene agrees she is “personally liable” to pay Aslan for its time and materials. Aslan’s invoice for the furnace job lists a total cost of \$767.55. None of this is disputed. The emails in evidence show that Aslan did not send the furnace job invoice to Ms. Greene until June 2021. Aslan does not explain this delay, but I find that nothing turns on it.

14. Ms. Greene does not dispute the amount on this invoice or say that Aslan did not perform the work listed on it. She also does not claim, or provide evidence to show, that Aslan’s furnace work was deficient. Instead, she says she was “quite surprised” when she received Aslan’s invoice because she “was told that it would be under warranty.” She also says Aslan’s General Manager told her “there would be no billing.” I do not accept these submissions because they are inconsistent with the other undisputed evidence before me, as discussed below.

15. Notably, several phone conversation transcripts in evidence show that Ms. Greene repeatedly asked Aslan for its bill for the furnace job. For example, on February 3, 2021, Ms. Greene called Aslan and asked it to email her a copy of the furnace job

bill. She said, "I just need to have the bill so I can pay it." I accept that Aslan's phone conversation transcripts are accurate because Ms. Greene does not dispute them. Based on this evidence, I find that Ms. Greene knew she had to pay for Aslan's furnace job, and I am not persuaded that she was told "there would be no billing."

16. Further, I am not persuaded by Ms. Greene's claim that the furnace job was "warranty work" for 2 reasons. First, nothing in the evidence before me proves that Ms. Greene has a warranty for any item related to Aslan's furnace job. Second, I am not persuaded that having an applicable warranty on some aspect of the furnace would mean Ms. Greene does not need to pay for Aslan's work. As described above, by signing the contract, Ms. Greene agreed she was personally liable to pay for Aslan's work. Given this, I agree with Aslan's submission that if Ms. Greene has a warranty, she still must pay Aslan's invoice, then seek reimbursement from her warranty provider.
17. Taking all this into account, I find that Ms. Greene must pay Aslan's furnace invoice.
18. I turn now to Aslan's light installation job.
19. On April 30, 2021, Aslan installed a waterproof exterior light and an indoor closet light in Ms. Greene's home. Ms. Green had signed a contract with Aslan for this work on January 11, 2021. The contract contains the same term I described above. Aslan's invoice for this work lists a total cost of \$1,381.60. None of this is undisputed.
20. The parties agree that Ms. Greene has never been happy with the outdoor light Aslan installed. However, nothing in the evidence or submissions suggests the same for the indoor light. Given this, I find that Ms. Greene's complaints about Aslan's lighting installation relate only to the outdoor installation. So, I find that Ms. Greene must pay Aslan for its indoor light installation.
21. As for the outdoor light, Ms. Greene says she does not like how it looks or how Aslan installed it. She alleges it is not "up to code" and feels worried it is unsafe. While she does not explicitly say so, I find that Ms. Greene alleges defects in Aslan's work.

22. When a party alleges deficiencies in a contractor's work, they must prove the contractor failed to perform the work in a reasonably competent manner. See *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61. In general, expert evidence is required to prove an allegation that a professional's work fell below a reasonable standard. The 2 exceptions to this rule are if the deficiency is not technical in nature, or the work is obviously substandard. See *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112. I find that neither of these exceptions apply here. Nothing in the evidence shows that Aslan's outdoor light installation is obviously substandard. I also find that any deficiency in electrical fixture installation is technical in nature. So, to prove that Aslan's outdoor light installation was deficient, I find Ms. Greene needed to provide expert evidence, but she did not.
23. In the absence of expert evidence, I am not persuaded that Aslan failed to perform the outdoor light installation in a reasonably competent manner. I also find Ms. Greene's worry about safety speculative and unproven. As a result, I find that Ms. Greene must pay Aslan for its outdoor light installation.
24. In summary, I find that Ms. Greene must pay Aslan's light installation invoice of \$1,381.60 and its furnace invoice of \$767.55. Aslan says the 2 invoices add up to \$2,158.15. However, by my calculations, the 2 invoices total \$2,149.15.
25. Aslan claims non-contractual interest under the *Court Order Interest Act* (COIA). However, the COIA does not apply if the parties have an agreement about interest (see COIA section 2(b)). Here, the 2 signed contracts for Aslan's jobs both allowed for contractual interest of 19.6% annually. So, I find that Aslan cannot claim COIA interest. Aslan did not claim contractual interest, so I make no order for interest.
26. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason to depart from the general rule. Aslan was successful, so I find it is entitled to reimbursement of the \$125 it paid in CRT fees. Aslan did not claim any dispute-related expenses.

ORDERS

27. Within 30 days of this order's date, I order Ms. Greene to pay Aslan a total of \$2,274.15, broken down as follows:
- a. \$2,149.15 in debt for Aslan's services, and
 - b. \$125 for CRT fee reimbursement.
28. Aslan is entitled to post-judgment interest, as applicable.
29. Under CRTA section 48, 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.
30. Under CRTA section 58.1, the Provincial Court of BC can enforce a validated copy of the CRT's order. 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 a Provincial Court of BC order.

Laylí Antinuk, Tribunal Member