



# Civil Resolution Tribunal

Date Issued: March 2, 2022

File: SC-2021-006788

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Vantronics Services Inc. v. Pak National Foods Ltd.*, 2022 BCCRT 228

**B E T W E E N :**

VANTRONICS SERVICES INC.

**APPLICANT**

**A N D :**

PAK NATIONAL FOODS LTD.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is over payment for installation of a surveillance system. The applicant Vantronics Services Inc. (Vantronics) claims \$1,898.75 for payment of its parts and labour invoice.
2. The respondent Pak National Foods Ltd. (Pak) says Vantronics failed to complete the job and so it had to hire a 2<sup>nd</sup> contractor to finish it. Pak says it will pay Vantronics' claim less its 2<sup>nd</sup> contractor's \$399 invoice. Vantronics says the issues Pak had were not its responsibility, as discussed further below.
3. The parties are each represented by 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 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.

## **ISSUE**

8. The issue in this dispute is whether Vantronics failed to complete the job as agreed and whether it is entitled to full payment of its \$1,898.75 invoice.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim like this one, as the applicant Vantronics has the burden of proving its claims, on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submissions but refer only to the evidence and arguments that I find relevant to provide context for my decision.
10. In a submitted Statement of Facts, the parties agree:
  - a. The parties entered into an agreement for the installation and connection of a surveillance system in March 2020.
  - b. Pak should pay Vantronics “an amount” for the installation of the surveillance system but disagree on how much.
11. The undisputed evidence is that Vantronics’ March 9, 2020 written “quotation” became the parties’ contract.
12. Vantronics issued Pak 2 invoices, with net 14 day payment terms, totalling the claimed \$1,898.75:
  - a. \$1,793.75, dated April 21, 2020, describing labour in 2 of Pak’s offices, running cable for data and fax, and a 24-hour monitoring service.
  - b. \$105, dated July 14, 2020, for “on-site service charges” to trouble shoot an alarm system problem, with a fix to a fallen contact on a garage door.

13. Pak says Vantronics failed to complete the “final connection for onsite monitoring”. Vantronics denies this and says the only thing not completed was a set up on Pak’s principal’s smart phone. Vantronics says this was because the principal failed to provide the correct pass code for Vantronics to log in.
14. Pak says it gave Vantronics the “same information” it gave the 2<sup>nd</sup> contractor it hired, which the evidence before me shows was Navigator Solutions (Navigator). Navigator’s May 17, 2020 invoice for \$399 describes a service call for:

“Password Reset – Attend site and reconfigure DVR as no cameras are showing. Need to reset password and aim existing cameras. Attend First Choice and put cameras on [principal’s] phone.
15. The parties’ contract does not specify any set-up on a smart phone. Pak did not squarely address Vantronics’ submission that Pak failed to provide the correct pass code to log in. Given Navigator’s invoice description, I find it likely Vantronics had not been given the correct passcode and that Pak needed to then have it reset. I note there is nothing in evidence from Navigator apart from its invoice, which is dated 2 months after Vantronics’ initial installation and before Vantronics returned to address the fallen garage door contact.
16. So, on the evidence before me I find Vantronics did not breach its contract or fail to complete the required work, because I find it is unproven the need for a password reset was Vantronics’ fault. I find Vantronics is entitled to full payment of its invoices without any set-off for the Navigator \$399 invoice.
17. The *Court Order Interest Act* (COIA) applies to the CRT. I find Vantronics is entitled to pre-judgment COIA interest on the \$1,898.75, calculated from the invoices’ due dates to the date of this decision. This interest equals \$19.65.
18. 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. Vantronics was successful in its claim and so I find it is entitled to

reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

19. Within 30 days of this decision, I order Pak to pay Vantronics a total of \$2,043.40, broken down as follows:
  - a. \$1,898.75 in debt,
  - b. \$19.65 in pre-judgment COIA interest, and
  - c. \$125 in CRT fees.
20. Vantronics is entitled to post-judgment interest, as applicable.
21. 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.
22. 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

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Shelley Lopez, Vice Chair