



Civil Resolution Tribunal

Date Issued: March 2, 2022

File: SC-2021-004278

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Phoenix Restorations (2015) Ltd. v. Young*, 2022 BCCRT 230

BETWEEN:

PHOENIX RESTORATIONS (2015) LTD.

APPLICANT

AND:

RACHEL YOUNG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an unpaid invoice. The applicant, Phoenix Restorations (2015) Ltd. (Phoenix), says the respondent, Rachel Young, owes \$411.32 under its invoice for emergency restoration services. Mrs. Young disagrees. She says the property manager for her rental unit, or the estate of its owner, is liable.

2. An employee or principal represents Phoenix. Mrs. Young is self-represented.
3. For the reasons that follow, I dismiss Phoenix's claims.

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). 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.
5. 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.
6. 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.
7. 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

8. The issue in this dispute is whether Mrs. Young is liable for Phoenix's unpaid invoice.

BACKGROUND, EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Phoenix must prove its claims on a balance of probabilities. This means 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. Phoenix chose to provide no evidence, though it was provided an opportunity to do so. Mrs. Young uploaded as evidence submissions that I find largely duplicate the submissions she provided through the CRT decision process. Phoenix also did not provide a reply submission, despite having the opportunity to do so.
10. I begin with the background facts. On January 4, 2021, Mrs. Young called Phoenix to report a leak. Phoenix says Mrs. Young requested emergency services at that time, which Mrs. Young denies. She says she said a water leak had stopped and wanted someone to provide an estimate for repairs.
11. Phoenix sent a representative that day. Mrs. Young's undisputed account is that Phoenix asked her to sign a work order and she refused. She explained that she was not the owner, and in any event, Phoenix needed to provide an estimate of the work and price before she would sign anything. Mrs. Young says Phoenix then left without doing any work.
12. As noted above, Phoenix bears the burden of proof and provided no evidence. It claims for an invoice that is not in evidence. It provided no statement from its employees to describe any work done or to refute Mrs. Young's version of events. I note that Mrs. Young says the owner of the rental unit was ill in January 2021 and subsequently passed away. I accept this as true and make no adverse inference against Mrs. Young for failing to provide any statement from the owner.
13. Given the lack of evidence, I find it unproven that the parties entered into a binding contract for any services. I dismiss Phoenix's claims as unproven.
14. 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 see no reason in this case not to follow that general rule. I dismiss Phoenix's claims for reimbursement. No parties claimed for any specific dispute-related expenses.

ORDER

15. I dismiss Phoenix's claims and this dispute.

David Jiang, Tribunal Member