



Civil Resolution Tribunal

Date Issued: April 8, 2022

File: SC-2021-007641

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Han v. Wang*, 2022 BCCRT 406

BETWEEN:

AHSHUN HAN

APPLICANT

AND:

JIN HONG WANG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid concrete and tile work. The applicant, Ahshun Han, says he was hired by the respondent, Jin Hong Wang, to cut, reshape, and tile the entry steps to Ms. Wang's home. Mr. Han says he was never paid for his work and seeks \$2,980, as well as \$700 for his "time spent" trying to collect the debt. Ms. Wang

acknowledges she never paid Mr. Han, but says this is due to his shoddy workmanship. Ms. Wang also says Mr. Han overcharged, and the work, if done properly, should have only cost \$1,400.

2. The parties are each self-represented.

JURISDICTION AND PROCEDURE

3. 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that 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.
6. In resolving this dispute the CRT may make one or more of the following orders, where permitted by section 118 of the CRTA:
 - a. Order a party to do or stop doing something,
 - b. Order a party to pay money, or

- c. Order any other terms or conditions the CRT considers appropriate.

ISSUES

7. The issues in this dispute are:
 - a. Was Mr. Han's work deficient?
 - b. To what extent, if any, is Mr. Han entitled to the claimed \$2,980 for his labour?

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Han must prove his claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision. Mr. Han made no reply submissions, despite being the opportunity to do so.
9. It is undisputed that on March 25, 2020, the parties agreed Mr. Han would cut and reshape Ms. Wang's front porch floor and steps, and install stone tiles. The parties agree the tile was to be installed at a cost of \$10 per square foot. Mr. Han says the space to be tiled was 240 square feet, for a total of \$2,400. He says there was an additional \$600 charge for having to cut and reshape the "precast concrete". Mr. Han does not explain why these amounts equal \$3,000 while he only claims \$2,980 in this dispute.
10. In contrast, Ms. Wang acknowledges the parties agreed to \$10 per square foot for tile installation, but does not address the \$600 "extra" for cutting and reshaping mentioned by Mr. Han. In a handwritten document from Ms. Wang, she noted "total deck sq ft: 1400", at \$10 per square foot installation, for a job cost of \$1,400. I infer Ms. Wang meant 140 square feet, not 1,400, based on her total job cost calculation. I note neither party provided any measurements to confirm the size of the work area. Also, as noted, Ms. Wang did not address the cutting and reshaping work Mr. Han says he did prior to the tile installation.

11. Ms. Wang says that Mr. Han's work on the stairs was poor, and she had to have some of it redone by another installer for \$500. When defective work is alleged, the burden of proof is on the party asserting the defects, which here is Ms. Wang (see: *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61 and *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124).
12. In support of this assertion, Ms. Wang submitted various photos of the stairs that she says show shoddy work. However, I find these photos were taken while tile installation was still in progress by Mr. Han, and do not show defects in the finished product. Ms. Wang also submitted a statement from a second installer, Satwinder Dhami of SD Tiles & Laminate Installation Ltd. Mr. Dhami states he had to fix the following issues on Ms. Wang's front steps: the sides were not straight, the top edge was not round while the bottom edge was, and that 5 or 6 slates had lifted off their adhesive, which are the same issues Ms. Wang complained of. Mr. Dhami says he was paid \$500 for the repairs. Mr. Han does not address Mr. Dhami's observations of deficiencies, as noted above, did not provide any reply submissions. Therefore, I accept there were deficiencies in Mr. Han's work that had to be repaired.
13. Ms. Wang argues additional tiles may lift in the future, causing further necessary repairs. However, Ms. Wang did not provide any evidence, from Mr. Dhami or any other installer, that this was likely to happen.
14. On balance, I find Ms. Wang has proven Mr. Han's work had at least some defects that required repair, so I find any award to Mr. Han must be reduced by the \$500 paid to correct those deficiencies.
15. So, what amount is Mr. Han entitled to? As noted above, Mr. Han says the job was 240 square feet at \$10 per square foot of tile installation, plus \$600 for the cutting and reshaping. Ms. Wang says the job was 140 square feet at \$10 per square foot of tile installation, and is silent about the cutting and reshaping costs. As Mr. Han has the burden of proving his claim, I find he has not proven the tile job was more than 140 square feet, for a total of \$1,400. As Ms. Wang did not dispute the extra \$600 for labour required to cut and reshape the existing concrete, I find Mr. Han is also entitled

to that amount, for a total of \$2,100. Taking off the \$500 Ms. Wang paid for deficiencies, I find Mr. Han is entitled to payment of \$1,600.

16. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Han is entitled to pre-judgment interest under the COIA on the \$1,600. Neither party gave evidence about when the project completed. So, on a judgment basis, I find Mr. Han is entitled to pre-judgment interest from May 30, 2020, the day Mr. Dhimi performed the repairs, to the date of this decision. This equals \$15.46.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Mr. Han was generally successful, I find that he is entitled to reimbursement of the \$125 he paid in tribunal fees. Mr. Han also claims \$700 for his “time and energy spent on debt collection”. The CRT rules say compensation for “time spent” is usually not awarded except in extraordinary cases. This is not one of those cases. I also note Mr. Han did not provide any evidence of the time he spent or steps he took. I dismiss the \$700 time spent claim.

ORDERS

18. Within 30 days of the date of this decision, I order the respondent, Jin Hong Wang, to pay the applicant, Ahshun Han, a total of \$1,740.26, broken down as follows:
 - a. \$1,600 in debt for unpaid construction work,
 - b. \$15.26 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in tribunal fees.
19. Mr. Han is also 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.

Andrea Ritchie, Vice Chair