



Civil Resolution Tribunal

Date Issued: April 8, 2022

File: SC-2021-008716

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Reid (dba Reid Electric) v. Frappier (dba R&C Contracting)*,
2022 BCCRT 408

B E T W E E N :

WILLIAM D. REID (Doing Business As REID ELECTRIC)

APPLICANT

A N D :

RICHARD FRAPPIER (Doing Business As R&C CONTRACTING)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is over payment for electrical services. The respondent, Richard Frappier (Doing Business As R&C Contracting), hired the applicant, William D. Reid (Doing Business As Reid Electric), to perform electrical work for a third party homeowner. The applicant claims \$3,346.63 as the outstanding balance owing for his “final payment for rough wire of house”. The homeowner is not a party to this dispute.
2. The respondent says the applicant told the homeowner that the applicant’s total work would not cost more than \$30,000 plus GST, which is a few thousand dollars over what the homeowner paid for the work. I infer the respondent asks that I dismiss the claim.
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). CRTA section 2 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. 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. In some respects, both parties to this dispute call into question the credibility, or truthfulness, of the other. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 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 the respondent owes the applicant the claimed final balance for the “final rough wire” of the third party homeowner’s property.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. The respondent undisputedly hired the applicant to wire a new residence for a third party homeowner. There is no formal contract, but all of the applicant’s invoices are issued to the respondent.
11. The applicant says he was hired on a time and materials basis, which I accept as the respondent does not dispute it. However, the respondent alleges the applicant gave the homeowner a maximum possible charge of \$30,000 plus GST, which the applicant denies.

12. I acknowledge the applicant's 5 witness statements to the effect they had often hired the applicant in the past and always on a time and materials basis. While I accept that is the applicant's general practice, I find the applicant's prior dealings are not necessarily determinative of whether he gave a maximum price for the project in question here. More on this below.
13. The applicant submitted 2 invoices issued to the respondent. One is dated August 21, 2020 for \$5,250 as a "progress draw". The second is dated September 20, 2020, which shows a \$34,846.63 "total cost", less the \$5,250 as an "advance", with a net "balance due" of \$29,596.63. The applicant submitted an account statement showing he received 2 partial payments of \$15,750 and \$10,500 towards the \$29,596.63, leaving the claimed \$3,346.63 balance (amounts inclusive of GST).
14. The applicant says during the rough-in wiring work he asked the respondent about whether the homeowner was running out of money. The applicant says the respondent reassured that the applicant would be paid, saying "you are working for me, not them. Don't worry about being paid". The applicant submitted a February 16, 2022 witness statement from BF who said they overheard the respondent say this. I accept the respondent made this assurance, noting the respondent did not deny it.
15. The respondent's only submitted evidence is a copy of a February 2022 email from the homeowner. In it, the homeowner wrote that during a site visit on an unspecified date, with the homeowner and the parties present, the homeowner asked the applicant for a cost estimate. The homeowner wrote that the applicant said that "it would be around 26,000 maximum thirty thousand. *but definitely no more than thirty" (quote from the homeowner's email reproduced as written). The homeowner wrote that "no extra was added to the rough-in work" and that later \$10,000 "had to be given" to the applicant "upfront" to complete the electrical finishing.
16. In contrast, the applicant says that at the end of the rough-in wire work, the homeowner said they would only pay \$30,000 plus GST, which is \$31,500. As noted above, the applicant says he received a total of \$31,500. It is unclear if the homeowner made the payments to the applicant or if the respondent did. Nothing

turns on the distinction. The applicant appears to acknowledge he provided a rough estimate but denies ever agreeing to cap his price.

17. On balance, I find the respondent hired the applicant on a time and materials basis. I further find the applicant never agreed to cap his price for the rough-in work at \$30,000 plus GST. I find the burden is on the respondent to prove the applicant offered that price cap. Based solely on the homeowner's email about an undated conversation the applicant denies, I find the respondent has not met that burden. That conversation is also inconsistent with the respondent's assurance the applicant would be paid.
18. As for the alleged \$10,000 paid to the applicant for the later finishing work, I find that is irrelevant to the applicant's claim for payment for the rough-in work. There was no counterclaim filed about that finishing work and I find the evidence about it insufficiently detailed to warrant any potential set-off for it.
19. So, given my conclusion above I find the applicant is entitled to the claimed \$3,346.63.
20. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest under the COIA on the \$3,346.63. Calculated from September 20, 2020 to the date of this decision, this equals \$23.29.
21. 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. As the applicant was successful, I order the respondent to reimburse \$175 in CRT fees. No dispute-related expenses were claimed.

ORDERS

22. Within 30 days of this decision, I order the respondent to pay the applicant a total of \$3,544.92, broken down as follows:
 - a. \$3,346.63 in debt,

- b. \$23.29 in pre-judgement interest under the COIA, and
- c. \$175 in CRT fees.

23. The applicant is entitled to post-judgment interest, as applicable.

24. 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.

25. 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.

Shelley Lopez, Vice Chair