



# Civil Resolution Tribunal

Date Issued: April 14, 2022

File: SC-2021-008234

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Huston v. LeafFilter North of Canada, Inc.*, 2022 BCCRT 434

B E T W E E N :

DAVID HUSTON

**APPLICANT**

A N D :

LEAFFILTER NORTH OF CANADA, INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about charges for a gutter system. The applicant, David Huston, says the respondent, LeafFilter North of Canada, Inc. (LeafFilter), were “not upfront with their billing system”. Mr. Huston says LeafFilter used a sliding scale raging from \$6

USD to \$32 USD per foot. Mr. Huston says for a 243 foot gutter LeafFilter charged him \$32.92 CDN per foot installed (for a total of \$8,400 including tax). Mr. Huston complained to LeafFilter, who refunded him \$4,095. In this dispute, Mr. Huston seeks a further \$2,396 refund, to reflect a \$6 USD per foot price, for a net payment of \$1,817.98 CAD.

2. LeafFilter says Mr. Huston signed a contract and agreed to pay \$8,400 for the gutter system, which it installed on April 6, 2021. LeafFilter says it later provided the \$4,095 refund as a customer satisfaction discount and owes nothing further.
3. Mr. Huston is self-represented. LeafFilter is 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). 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. 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 Mr. Huston is entitled to pay only \$6 USD for his gutter system, and if so, is he entitled the claimed further \$2,396 CAD refund.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Mr. Huston 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. I note Mr. Huston chose not to file any reply submissions, despite having the opportunity to do so. I also note LeafFilter chose not to submit any documentary evidence, despite having the opportunity to do so.
10. Mr. Huston submitted a copy of his April 5, 2021 contract with LeafFilter. It was for a certain gutter system and installation, for a total contract price of \$8,400.
11. On April 16, 2021, Mr. Huston wrote LeafFilter demanding an unspecified amount of refund. This apparently followed Mr. Huston’s discovery that LeafFilter charged different customers different amounts. Mr. Huston says his demand resulted in LeafFilter undisputedly refunding him \$4,095.
12. In short, Mr. Huston alleges LeafFilter should be held responsible for “over billing” and taking advantage of him as a senior citizen. The difficulty for Mr. Huston is that there is no law that prevents LeafFilter from setting one price with one customer and another price with another customer. In other words, the fact that LeafFilter may have charged other customers significantly less than it charged Mr. Huston is irrelevant in this civil dispute. What matters is that Mr. Huston agreed to pay \$8,400 for the gutter system he undisputedly received.

13. I note in one of his evidence items Mr. Huston argues LeafFilter's installation could not adequately handle the rain. Mr. Huston sought no remedy for this alleged deficiency, as his claim is about alleged over-charges based on what LeafFilter charged other customers. In any event, Mr. Huston provided only a photo of gutters with water run-off. I find this insufficient to prove LeafFilter's gutter system was deficient.
14. I also note LeafFilter's undated email in evidence, in which it advised Mr. Huston that following his discussion with a LeafFilter representative, the dispute had been resolved. LeafFilter wrote Mr. Huston that by accepting the \$4,095 refund, he was consenting to "the new price" of \$4,305, including GST. Mr. Huston admits he accepted the \$4,095 and did not address why his doing so did not amount to an enforceable settlement agreement. I find by accepting the \$4,095 refund Mr. Huston agreed to those terms. Even if he had not agreed to settle, for the reasons set out above I find Mr. Huston has not proved LeafFilter overcharged him. This is because LeafFilter clearly set out its price and Mr. Huston agreed to pay it.
15. Given the above, I find Mr. Huston's claim must be dismissed.
16. 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. Mr. Huston was unsuccessful and so I find he is not entitled to reimbursement of paid CRT fees. LeafFilter did not pay CRT fees and no dispute-related expenses were claimed.

## **ORDER**

17. I dismiss Mr. Huston's claims and this dispute.

---

Shelley Lopez, Vice Chair

