



# Civil Resolution Tribunal

Date Issued: April 14, 2022

File: SC-2021-005270

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Burley (dba Burley Cleaning) v. Cormier*, 2022 BCCRT 436

B E T W E E N :

SCOTT BURLEY (Doing Business As BURLEY CLEANING)

**APPLICANT**

A N D :

KRISTA CORMIER

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is about payment for cleaning services. The applicant, Scott Burley (dba Burley Cleaning), says the respondent, Krista Cormier, hired them for an August 4, 2021 cleaning service. The applicant claims \$262.50 for the service.
2. The respondent admits hiring the applicant and admits she has not paid for the service. The respondent says the applicant did not provide the requested services.
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. 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 applicant is entitled to the claimed \$262.50 for its cleaning services.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant must prove their 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 the respondent chose not to file any documentary evidence, despite having the opportunity to do so.
10. The applicant submitted a copy of their August 4, 2021 \$262.50 invoice that shows a handwritten discount to \$210 to reflect a “20% discount”. I infer because the respondent did not pay the invoice, the applicant claims the full \$262.50.
11. The applicant’s invoice describes 2.5 hours of labour, based on 2 cleaners at \$100 per hour.
12. The applicant submitted a November 1, 2021 statement, signed by their 2 cleaners, TG and AT. The cleaners say they are full time cleaners for the applicant and provided the cleaning service to the respondent on August 4, 2021. The cleaners say they were originally scheduled to do a 5-hour “move-in cleaning”, but were only at the respondent’s property for 2.5 hours in the morning, because the respondent and her family member were in a rush to move in. The cleaners detailed the areas they cleaned and wrote they did the 2.5 hours of cleaning while the respondent was in the home.

13. In contrast, the respondent says she returned home and found the cleaners packing up and leaving. The respondent denies asking the cleaners to leave and says instead she asked the cleaners to return inside and continue cleaning. The respondent did not submit a statement from her family member. I find the absence of that statement does not assist the respondent's position.
14. In any event, given the applicant's invoice is based on time, rather than a fixed-price for the entire home, I find nothing turns on the reason why the applicant did not finish the planned 5-hour cleaning job. The respondent does not dispute the cleaners spent 2.5 hours cleaning in the home. The respondent also does not specifically challenge the quality of the cleaning work that was done in those 2.5 hours. Rather, she only points to areas that were not cleaned, which I find unsurprising given only half the planned job was done. The respondent also does not challenge the applicant's invoiced hourly rate.
15. I note the applicant refers to having documented damaged areas, which the respondent denies. The respondent did not identify any particular damage and filed no counterclaim. I find nothing turns on the unproven damage allegations.
16. Further, the burden of proof is on the respondent to prove any deficiencies in the applicant's cleaning work, to the extent the respondent alleges any. Here, as noted above, the respondent submitted no documentary evidence, such as photos of any poorly cleaned areas. While the respondent says she had personal extenuating circumstances that prevented her from filing such evidence, there is no evidence she sought an extension of time from the CRT. In any event, I find the damage allegations vague and insufficient to warrant any set-off against the \$262.50.
17. With that, I allow the applicant's claim for \$262.50. I find the applicant is entitled to that amount, without the 20% discount, as the respondent failed to pay the invoice.
18. 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 \$262.50. Calculated from August 4, 2021 to the date of this decision, this interest equals \$0.82.

19. 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. The applicant was successful and so I find they are entitled to reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

20. Within 21 days of this decision, I order the respondent to pay the applicant a total of \$388.32, broken down as follows:

- a. \$262.50 in debt,
- b. \$0.82 in pre-judgment interest under the COIA, and
- c. \$125 in CRT fees.

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

22. 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.

23. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

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Shelley Lopez, Vice Chair