



Civil Resolution Tribunal

Date Issued: April 26, 2022

File: SC-2021-008550

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *SSR Roof Supply Ltd. v. Wu*, 2022 BCCRT 482

B E T W E E N :

SSR ROOF SUPPLY LTD.

APPLICANT

A N D :

BO WU also known as BILL WU

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for roofing materials. The applicant supplier, SSR Roof Supply Ltd. (SSR), says it delivered roofing materials to the respondent roofer,

Bo Wu also known as Bill Wu, but Mr. Wu refused to pay for his orders. SSR claims \$1,121.21 as the outstanding balance for 2 deliveries to 1 jobsite, plus 26.82% annual contractual interest.

2. Mr. Wu denies buying the roofing materials at issue and so he says he owes nothing.
3. SSR is represented by its in-house lawyer, Rajan Bath. Mr. Wu is 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 of this dispute call into question the credibility, or truthfulness, of the other. 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. Wu ordered the roofing materials at issue, and if so does he owe the claimed \$1,121.21 outstanding balance.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant SSR must prove its 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. It is undisputed Mr. Wu has bought roofing materials from SSR in the past. In this dispute, at issue is whether Mr. Wu placed the 2 orders in question. I accept Mr. Wu was known to SSR, which is not disputed.
11. I turn then to SSR’s more detailed version of events, given that Mr. Wu’s submission is essentially only that SSR has not proved he bought the materials in question. Mr. Wu says SSR does not have his signature on any of the 2 delivery receipts for the orders in question. More on Mr. Wu’s position further below.
12. SSR says it offers 2 types of accounts: a credit account and a cash account. Credit accounts require additional credit checks and the invoice is due on the 15th of the month following receipt of materials. SSR says a cash account allows the customer to obtain materials but they must pay for them “within a short period of time.” SSR says Mr. Wu requested and was given a “level 3” cash account in the fall of 2019. SSR says this was the highest level and gave Mr. Wu the best discount and a 1-week payment period, though cash on delivery (COD) “is requested”. I accept this evidence because Mr. Wu does not deny it and because it is supported by a

detailed written statement from SSR's inside sales staff employee, CW. It is also supported by the fact that SSR has a copy of Mr. Wu's driver's license. I find it unlikely SSR would retain a copy of that license if it always required cash payment before delivery.

13. SSR and CW say that in October 2019 Mr. Wu telephoned CW and ordered roofing materials for delivery on October 31, 2019 between 2 and 3 p.m. SSR relies on its Order #60519, which bears Mr. Wu's name, his personal address, the job site address, and Mr. Wu's telephone number.
14. SSR says shortly before the scheduled delivery, Mr. Wu contacted SSR and said the ordered materials were actually for another roofer, TZR, whose SSR account had been suspended for non-payment. SSR and CW say CW told Mr. Wu that this was not acceptable and that the parties agreed Mr. Wu would provide a bank draft at the time of delivery. TZR is not a party to this CRT dispute.
15. SSR says the materials for Order #60519 were delivered and signed for by one of Mr. Wu's crew. No bank draft was given to SSR at that time. SSR says Mr. Wu had failed to order a necessary roofing material and so he ordered that item and a 2nd delivery was arranged. SSR says Mr. Wu agreed to provide the bank draft at the time of the 2nd delivery, which was made the next day on November 1, 2019 (Order #60604).
16. At the top of Order #60604, it shows \$12,121.21 was owing and that SSR's driver HJ was to collect this amount "COD in Cash". There is another handwritten note showing \$11,000 was paid to SSR's delivery driver HJ, and HJ added "owing \$1,121.21". SSR says the signature on the bottom of Order #60604 is very similar to Mr. Wu's signature on his driver's license that SSR took a copy of when it opened the cash account. I find the signature on the Order #60604 does not clearly indicate it was from Bill Wu. On comparison, I also cannot say the 2 signatures are particularly similar. Mr. Wu denies signing for the goods and SSR does not say Mr. Wu did but only says the signatures appear similar.

17. SSR correctly notes a bank draft does not have an addressee. However, SSR notes there is a handwritten note "Bill Wu Account Payment" on the November 1, 2019 bank draft for \$11,000, which is not in HJ's handwriting (comparing it to HJ's handwriting on Order #60604). I agree that the handwriting is obviously different. However, it does not prove it is Mr. Wu's handwriting.
18. SSR notes that its delivery truck is on the ground with the roofer offloading and securing materials on a roof. I accept SSR's evidence this is common practice in the roofing industry, noting Mr. Wu is undisputedly a roofer and does not deny it. SSR says given this situation, account holders such as Mr. Wu are not required to personally sign for materials. Rather, SSR says any member of Mr. Wu's roofing installation crew may sign for them. However, Mr. Wu says without his signature accepting delivery SSR cannot prove he ordered the materials or owes anything for them.
19. I find what matters is whether the person signing for the goods had actual or apparent authority as Mr. Wu's agent to accept them. I cannot tell from the delivery signatures if the person signing for the goods was part of Mr. Wu's roofing crew. As noted, there is no formal contract in evidence and the undisputed evidence is that all orders are placed to SSR by phone.
20. I find the most persuasive evidence is the detail contained in CW's statement that is supported by copies of screenshots of text messages CW had with Mr. Wu. I accept they were with Mr. Wu because Mr. Wu's photo accompanies each of his messages, and I find this is the same person as in the copy of Mr. Wu's driver's license SSR also provided. Notably, Mr. Wu does not expressly say it is not him in the photo in CW's screenshot.
21. SSR's submitted text messages are not in English and SSR admits it did not provide a formal English translation. The CRT's rules require evidence to be submitted in English, so I have not considered any non-English evidence.

22. However, in his statement CW provided an English translation of the non-English text messages he had with Mr. Wu. CW's translation shows Mr. Wu referred SSR to TZR to collect the outstanding payment, by including TZR's first name and undisputed phone number. I can also see TZR's first name in English in the otherwise non-English screenshot. Further, the phone number Mr. Wu gave CW in the actual non-English chat exchange clearly matches a phone number for TZR set out in a website advertisement for TZR, as submitted by SSR. Mr. Wu did not provide an alternate translation for the text messages and did not dispute anything in particular about CW's translation. Rather, Mr. Wu only says that WeChat text messages cannot be "legal evidence." I disagree with Mr. Wu.
23. Mr. Wu denies knowing TZR. Yet, I find from the texts with CW and Mr. Wu's own submission he did know TZR. I find this inconsistency hurts Mr. Wu's credibility and the reliability of his evidence.
24. On balance, I find Mr. Wu's and CW's chat likely was as translated by CW and, again, Mr. Wu did not provide any alternative translation. I find it more likely than not that Mr. Wu knew TZR and allowed TZR to use his SSR cash account. I note that in the translated messages, Mr. Wu told CW that TZR was "the one who signed the slip" and that SSR's driver should have collected payment in full from TZR. Notably, in the text Mr. Wu did not deny he allowed his account with SSR to be used for the purchases in question. Rather, he only said that the jobsite was TZR's.
25. Mr. Wu also argues that he never had a Royal Bank of Canada account, noting the bank draft was from the Royal Bank. I find nothing turns on this. Even if TZR made the \$11,000 payment, that does not change the fact that I find Mr. Wu allowed his SSR account to be used for the orders in question.
26. In summary, on balance I find it more likely than not that Mr. Wu either ordered, or allowed the goods to be ordered, on his SSR account. In coming to this conclusion, I place significant weight on CW's evidence that show Mr. Wu knew the order was placed on his account but directed SSR to TZR for payment. Again, I find Mr. Wu responsible for payment for orders made on his SSR account, and so I find it proven

he owes the claimed \$1,121.21. I note there is no dispute about the quality or quantity of the goods ordered and delivered.

27. SSR claims contractual interest at 26.82% annually. I do not allow this interest because there is no evidence Mr. Wu agreed to it. Interest cannot be unilaterally imposed in an invoice, and there is no credit agreement before me that shows this annual rate. In the absence of an agreement about interest, the *Court Order Interest Act* (COIA) applies. I find SSR is entitled to pre-judgment interest on the \$1,121.21 under the COIA. Calculated from November 8, 2019 (a week after the 2nd delivery) to the date of this decision, this interest equals \$23.30.
28. 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 SSR was largely successful, I allow its claim for reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

ORDERS

29. Within 21 days of this decision, I order Mr. Wu to pay SSR a total of \$1,269.51, broken down as follows:
 - a. \$1,121.21 in debt,
 - b. \$23.30 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
30. SSR is entitled to post-judgment interest, as applicable.
31. 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.

32. 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.

Shelley Lopez, Vice Chair