



Civil Resolution Tribunal

Date Issued: April 29, 2022

File: SC-2021-006588

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Glen J. Johnson Professional Corporation v. Aria Apartments Homeowners Corporation, 2022 BCCRT 507*

B E T W E E N :

GLEN J. JOHNSON PROFESSIONAL CORPORATION

APPLICANT

A N D :

ARIA APARTMENTS HOMEOWNERS CORPORATION

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is over who should pay for unclogging a sink drain in an apartment.
2. The applicant, Glen J. Johnson Professional Corporation, says it owns a leasehold apartment in a property development of 3 buildings on leased land. The respondent,

Aria Apartments Homeowners Corporation, manages the common areas and facilities in the development, similar to a strata corporation.

3. The applicant says it hired a plumber to unclog its kitchen sink drain, who found the clog 15 feet into the pipe. The applicant says the respondent is responsible for clearing the clog as it was found in the common drainage pipe. The applicant claims reimbursement of \$459.38 it says it paid in plumbing costs.
4. The respondent says the applicant did not contact the property manager to address the clog prior to hiring its own plumber, contrary to the respondent's stated procedures.
5. The applicant and respondent are both represented by directors.

JURISDICTION AND PROCEDURE

6. 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 the dispute's parties that will likely continue after the CRT process has ended.
7. Section 39 of the CRTA 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. 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 in the interests of justice.
8. Section 42 of the CRTA 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.

9. 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

10. The issue in this dispute is whether the applicant is entitled to the claimed \$459.38 as reimbursement of plumbing expenses.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one the applicant must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submissions and weighed the evidence, but only refer to that necessary to explain my decision.
12. The applicant submitted a July 14, 2021 invoice from Wiener’s Plumbing and Drain Cleaning (Wiener’s) for \$459.38. It also submitted a July 19, 2021 receipt from Wiener’s showing payment of \$459.38 by credit card. Both the invoice and the receipt are addressed to Glen Johnson, and not Glen J. Johnson Professional Corporation. There is no evidence showing whether the credit card used for payment was in the name of Glen Johnson or the named applicant, Glen J. Johnson Professional Corporation.
13. In sum, there is no evidence that the applicant Glen J. Johnson Professional Corporation paid the plumbing expenses it seeks reimbursement of. Rather, the evidence shows the individual Glen Johnson paid those expenses. There is no indication that he did so as agent of, or on behalf, of the applicant corporation.
14. Although the corporate applicant says it owns the leasehold apartment, it provided no supporting evidence. In response to an agreed Statement of Facts drafted by CRT staff, the parties agree that Glen Johnson owned the leasehold apartment in July

2021 and that Glen Johnson called the plumber. The Statement of Facts does not refer to the named applicant, Glen J. Johnson Professional Corporation. Emails in evidence are between the respondent and “Glen Johnson B. Comm., LL.B.”, not the Glen J. Johnson Professional Corporation. The emails contain no indication that Glen Johnson wrote them on behalf of the applicant corporation.

15. The applicant also submitted a copy of a sub-lease agreement, which sets out the obligations of the respondent to maintain and manage the property’s common assets and facilities. However, the sub-lease agreement does not name either the Glen J. Johnson Professional Corporation or the individual Glen Johnson as parties to the agreement. Rather, it names 2 other individuals who I infer are the former leaseholders for the apartment at issue.
16. A corporation is a separate legal entity distinct from its owners and officers. I accept that Glen Johnson is likely affiliated with the corporation, given his name. However, it does not show how the corporation has the legal authority or standing to bring this claim that on the evidence before me involves only Glen Johnson the individual. On the evidence before me I find no legal basis to award the applicant, a corporation, any compensation for expenses paid by an individual.
17. Although neither party raised the issue of standing, I find it is a threshold legal question I must address. Given the CRT’s mandate, which includes efficiency and proportionality, I find the low value of this claim does not warrant asking the parties for further evidence or submissions on the named applicant’s standing to bring this claim.
18. So, without examining the merits of the claim and deciding whether the respondent is responsible for the July 14, 2021 plumbing costs, I dismiss the applicant’s claim. As the applicant was not successful, I also dismiss its claims for CRT fees and dispute-related expenses. The respondent did not pay any fees or claim any expenses.

ORDER

19. I dismiss the applicant's claims and this dispute.

Sherelle Goodwin, Tribunal Member