



Civil Resolution Tribunal

Date Issued: May 12, 2022

File: SC-2021-008144

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chamberlain (dba Creative Craftsman) v. Dotson*, 2022 BCCRT 565

B E T W E E N :

RYAN CHAMBERLAIN dba Creative Craftsman

APPLICANT

A N D :

LISA DOTSON also known as Alyssa Dotson

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant, Ryan Chamberlain dba Creative Craftsman, says the respondent, Lisa Dotson also known as Alyssa Dotson, owes him \$1,090 for materials and his labour

for carpentry work he did in her home. Mr. Chamberlain also claims \$110 for a ladder he says Ms. Dotson refused to permit him to retrieve.

2. Ms. Dotson says Mr. Chamberlain demanded more money than they agreed. She says he abandoned the project without completing it and left a mess she will have to pay someone else to clean up. Ms. Dotson also says Mr. Chamberlain's materials invoice included charges for tools and supplies she says are his responsibility. Finally, Ms. Dotson says the ladder is at her home and that she has asked Mr. Chamberlain to pick it up but he has not done so.
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 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. Chamberlain is entitled to \$1,090 for allegedly unpaid materials and labour plus \$110 for a ladder left behind at Ms. Dotson's home.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Chamberlain must prove his claim on a balance of probabilities (meaning "more likely than not"). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. The parties did not have a formal written contract for Mr. Chamberlain's carpentry work. The evidence shows it was on a time and materials basis, rather than a fixed-price contract. Mr. Chamberlain did his work in mid-August 2021.
11. Mr. Chamberlain's August 24, 2021 \$1,090 invoice is for: installation of 160 linear feet of baseboards, for a kitchen, foyer, pantry, and bathroom (\$240), removal of old baseboards (\$80), and labour for custom sanding areas in Ms. Dotson's bathroom (\$575), based on 11.5 hours x \$50/hour. His invoice provides a detailed breakdown of hours worked over 4 days, which he stated did not include the baseboard installation time. His invoice also charged \$250 for materials purchased from Home Depot. Finally, his invoice reflected a \$55 "discount", which he stated was the remainder of Ms. Dotson's \$3,500 "initial cheque/deposit". Ms. Dotson's submitted evidence shows she paid Mr. Chamberlain the \$3,500 by cheque on July 19, 2021.

12. I turn to the relevant chronology. On Monday August 23, 2021, Ms. Dotson texted either Mr. Chamberlain or his associate K to say the renovations were taking longer than she anticipated and “we are still only on floors”. Ms. Dotson asked, “can we finish the baseboards on Thursday”, so she could have her “garage back”. The baseboards were being stored in her garage awaiting installation. Ms. Dotson added, “we can wait on the shiplap and everything else”.
13. On August 24, 2021, Ms. Dotson decided to terminate the parties’ agreement. I find nothing turns on the reason. In her August 24, 2021 text to Mr. Chamberlain, Ms. Dotson wrote, “I will pay you what is owed and we can move on.” Following this text, Mr. Chamberlain sent his invoice, which I summarized above.
14. Apart from the texts and her own spreadsheet reconciliation of what she says Mr. Chamberlain should have charged, Ms. Dotson’s submitted evidence otherwise consists of photos of her home, and piled uninstalled baseboards, a few boxes of flooring materials, walls with baseboards not yet installed, and a bathroom doorframe that lacks trim.
15. Ms. Dotson says the baseboards in her living room and foyer were not completed. Yet, Mr. Chamberlain’s invoice does not charge for living room baseboards. She did not submit any photos clearly showing a foyer with no baseboards on it. There are other photos with the new flooring and baseboards attached.
16. Ms. Dotson also says Mr. Chamberlain removed “door casings” (trim) without her permission and that he was only instructed to do flooring and baseboards. Yet, she did not quantify what replacing the trim would cost nor did she provide any supporting evidence establishing that the trim was not part of the requested work. As noted, the trim appears to be around the bathroom door in the photos, and the bathroom was the main focus of Mr. Chamberlain’s preparation work.
17. Ms. Dotson further says Mr. Chamberlain’s flooring measurements were “wildly inaccurate” and that he overbought flooring (about \$256), because there were 5 boxes of flooring left over. Yet, she submitted no evidence of this, other than the photo

of 5 boxes of flooring. Ms. Dotson has the receipts and the boxes of flooring in her possession. I am unable to conclude Mr. Chamberlain ordered improperly simply because there were a few boxes left over, which Ms. Dotson can possibly return.

18. Ms. Dotson also says there should be no charge for baseboard removal because her husband did it when he removed the old flooring. However, she submitted no statement from her husband to this effect. Ms. Dotson also says the price per square foot for “install” is “drastically inflated” but does not explain this further. Ms. Dotson says Mr. Chamberlain took 5 to 6 days to do one floor in her townhouse and the main entrance foyer. However, there is no evidence the parties agreed to a particular timeframe and, again, the parties’ agreement was on a time and materials basis.
19. Next, Ms. Dotson says Mr. Chamberlain left a mess behind. However, in their texts around the time she fired him, Mr. Chamberlain politely offered to return to clean out her garage. There is no evidence she permitted him to do this. In any event, nothing turns on this because Mr. Chamberlain did not bill Ms. Dotson for any clean-up.
20. Next, Ms. Dotson’s spreadsheet addresses labour and materials for the entire project, including the work Mr. Chamberlain did that was paid for with Ms. Dotson’s \$3,500 deposit. Ms. Dotson says she overpaid him but filed no counterclaim. Contrary to Ms. Dotson’s assertion, I cannot conclude from her spreadsheet and the attached receipts that Mr. Chamberlain charged her for materials that Mr. Chamberlain should have provided as part of his business overhead costs. She also does not explain the figures she uses for his labour. Further, in her spreadsheet she says she paid \$3,500 and \$1,510, but there is no supporting evidence of the \$1,510 payment before me.
21. Based on the evidence before me, I find Mr. Chamberlain likely completed the work itemized in his \$1,090 invoice at issue. I find it likely the parties agreed he would be paid \$50 per hour, an amount I find reasonable. I also say this because Ms. Dotson submitted no evidence of an alternative hourly rate. Further, the fact that Ms. Dotson’s August 24 text acknowledged she owed him money and would pay what was “owed” supports this conclusion. I find Ms. Dotson must pay Mr. Chamberlain the claimed \$1,090.

22. I turn to the ladder. Mr. Chamberlain admittedly left it behind. He says he tried to contact Ms. Dotson about retrieving it but was sent “different text messages” refusing to allow him to retrieve it. Yet, he did not submit those texts. Mr. Chamberlain also says he bought a new ladder and so that is why he claims \$110. Yet, he submitted no receipt for a new ladder. Given all the above, I dismiss the \$110 claim for the ladder since I find Mr. Chamberlain has not proved he was prevented from picking up his ladder that he admittedly left behind at Ms. Dotson’s home.
23. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Chamberlain is entitled to pre-judgment interest under the COIA on the \$1,090. Calculated from August 24, 2021 to the date of this decision, this interest equals \$5.15.
24. 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 Mr. Chamberlain was substantially successful, I allow his claim for reimbursement of \$125 in CRT fees. No dispute-related expenses were claimed.

ORDERS

25. Within 21 days of this decision, I order Ms. Dotson to pay Mr. Chamberlain a total of \$1,220.15, broken down as follows:
 - a. \$1,090 in debt,
 - b. \$5.15 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
26. Mr. Chamberlain is entitled to post-judgment interest, as applicable. I dismiss Mr. Chamberlain’s remaining claim.
27. 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.

28. 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