



Civil Resolution Tribunal

Date Issued: May 12, 2022

File: SC-2021-008538

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Munroe v. Ploutos Enterprises Ltd.*, 2022 BCCRT 566

B E T W E E N :

DAVID MUNROE and KARINA MUNROE

APPLICANTS

A N D :

PLOUTOS ENTERPRISES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about an agreement for tiling and flooring services. The applicants, David Munroe and Karina Munroe, hired the respondent Ploutos Enterprises Ltd.

(Ploutos) under a fixed price contract. The Munroes say Ploutos unreasonably delayed the tiling work and failed to provide a schedule for the laminate install. So, the Munroes hired another business to complete certain remaining installations, at a higher price than what the Munroes say was Ploutos' labour portion for the same work. As discussed further below, the Munroes seek an order for a breakdown of Ploutos' quoted labour and an explanation for a \$2,609 credit Ploutos provided. The Munroes also claim an additional \$1,500 for the labour Ploutos did not provide.

2. Ploutos denies being responsible for any delays and denies refusing to provide required labour for the installations. Ploutos says its schedule was reasonable. Ploutos says it has already provided the Munroes with a credit for labour it did not provide (the \$2,609) and owes nothing further.
3. Mr. Munroe represents the applicants. Ploutos is represented by its general manager, RK.

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.
8. As referenced above, the Munroes seek an order that Ploutos provide an itemized breakdown and an explanation of its \$2,609 credit. Such an order is what is known in law as injunctive relief, meaning an order to do something. With limited exceptions that do not apply here, I have no jurisdiction under CRTA section 118 to provide the requested injunctive relief. So, I decline to grant that remedy.

ISSUE

9. The issue in this dispute is whether the Munroes are entitled to \$1,500 in damages for labour Ploutos did not provide under the parties' fixed price contract.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicants the Munroes must prove their 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.
11. The parties signed their 2-page contract on June 22, 2021. It was a fixed price contract for a total of \$18,620.97. The contract included supply and installation, with pricing but no breakdown between supply and installation, for itemized items: bathroom tile, laminate flooring, kitchen tile backsplash, and carpeting.
12. On July 10, 2021, the Munroes asked to add extra floor tile to the bathroom. Based on Ploutos' October 1, 2021 final invoice for \$18,950.97, the supply and installation

cost for the extra tile was \$330. In that final invoice, Ploutos credited \$9,047.62 for the Munroes' paid deposit and also credited \$2,609 for labour for the laminate, carpet, and kitchen backsplash because Ploutos did not do those 3 installations (collectively, the Installations). More on this below.

13. The Munroes say the cost of replacement labour for the Installations far exceeded the \$2,609 credit Ploutos gave. The Munroes claim \$1,500 in damages. This is based on \$5,491.07 they paid third parties to complete the Installations along with sub-floor preparation work, less the \$2,609 credit, with \$2,822.07 "remaining out of pocket". The Munroes only claim \$1,500 and not \$2,822.07, to account for the sub-floor levelling work that was undisputedly not part of Ploutos' contract and to account for contractor markup the Munroes paid the third party installers.
14. In contrast, Ploutos says the Munroes breached the parties' contract by unilaterally asking third parties to do the Installations. Ploutos says its earlier quote that broke out a "supply only" cost of \$8,892.50 for the \$18,620.97 project was inaccurate. I note this because the Munroes argue based on that supply figure the \$2,609 credit could not accurately reflect the labour for all 3 Installations. As noted, there is no "supply only" breakdown in the later signed contract. Ploutos also says the \$2,609 was the agreed credit for the Installations.
15. I turn to the reason why the Munroes hired third parties. While the Munroes say Ploutos unreasonably delayed their project and were "unwilling/unable" to provide a schedule for the Installations, they submitted no evidence to support this assertion. Further, a precise completion date was not in the parties' contract. The parties' contract said that the agreement was "contingent" on delays beyond Ploutos' control. The Munroes acknowledge that at least some of the delay was not Ploutos' fault.
16. So, I find it unproven that Ploutos unreasonably delayed the project or refused to do the Installations. As noted above, the parties' agreement was a fixed-price contract. I find the Munroes breached the contract by removing the Installations labour from

Ploutos' scope of work. Given their breach, I find the Munroes are not entitled to compensation for the difference in labour costs for third parties' work.

17. Further, I find the evidence shows the Munroes agreed to accept the \$2,609 credit Ploutos provided to compensate for not providing labour for the 3 Installations. I say this given the texts between the Munroes and their designer BK about the credit and the 3 Installations, and BK's email to Ploutos about the credit. Even if BK and Ms. Munroe had a misunderstanding about what the \$2,609 credit covered, I find BK clearly was authorized to act as the Munroes' agent when she emailed Ploutos in September 2021 that the Munroes accepted the \$2,609 credit for the Installations labour.
18. Given all the above, I find the Munroes have not proved they are entitled to any compensation for their own decision to hire third party installers rather than having Ploutos fulfil the fixed price contract as agreed. I dismiss the Munroes' claims.
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. As the Munroes were not successful, I dismiss their claim for reimbursement of CRT fees. Ploutos did not pay CRT fees or claim dispute-related expenses.

ORDER

20. I dismiss the Munroes' claim and this dispute.

Shelley Lopez, Vice Chair