



Civil Resolution Tribunal

Date Issued: June 21, 2022

File: SC-2021-008836

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Get Proclean Corp. v. Narog*, 2022 BCCRT 722

BETWEEN:

GET PROCLEAN CORP.

APPLICANT

AND:

CORY NAROG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about payment for cleaning services.
2. The applicant, Get Proclean Corp. (Proclean), says the respondent, Cory Narog, has not paid for cleaning services Proclean provided on May 30, 2021. It claims \$288.75.

3. Mr. Narog says Proclean charged more than the quoted amount, more than the professional average amount, and charged him for time spent cleaning his neighbour's apartment. Mr. Narog agrees to pay Proclean \$170, which is what he says the initial quote was.
4. Proclean is represented by an owner or employee (LG). Mr. Narog represents himself.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.
8. 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.

9. Mr. Narog submitted late evidence in the way of emails between himself and LG about the cleaning invoice. As Proclean was provided copies of the late evidence and given an opportunity to respond to it, I find Proclean was not prejudiced by the late evidence which I find relevant to this dispute. Keeping in mind the CRT's mandate that includes flexibility, I allow the late evidence.

ISSUE

10. The issue in this dispute is how much Mr. Narog must pay Proclean for cleaning services provided, if anything.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one the applicant Proclean 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. It is undisputed the parties have no written contract about cleaning services. I find their agreement is contained in their text messages, which both parties submitted as evidence.
13. Based on its May 24, 2021 text message, I find Proclean advised Mr. Narog that it charged \$70 per hour for 2 cleaners, plus a \$30 flat fee for the inside of all appliances. Proclean advised it charged a minimum of 2 hours for regular cleaning. I also find Mr. Narog agreed to Proclean's rates when he hired the company to clean his short-term rental apartment.
14. Contrary to Mr. Narog's argument, I find the parties did not have a fixed price agreement for a \$170 flat fee. This is because I find Proclean specifically quoted an hourly cleaning rate, with a minimum of 2 hours of cleaning. So, I find the parties did not agree to a \$170 total charge, but rather a \$170 minimum charge.

15. On May 30, 2021, Proclean invoiced Mr. Narog a total of \$288.75 for 3.5 hours of cleaning (\$245), appliance cleaning fee (\$30) and GST (\$13.75). Mr. Narog disputes that Proclean spent 3.5 hours on cleaning.
16. According to Proclean's GPS report and the parties' texts, I find the cleaners arrived at Mr. Narog's building around 11:56 am and left shortly before 3:06 pm. I find this means the cleaners worked for approximately 3 hours and 10 minutes. Although Proclean says its' practice is to bill extra cleaning time in 30-minute increments, there is no indication Mr. Narog agreed to that term in the parties' text messages. So, I find Proclean is entitled to payment for 3 hours and 10 minutes of work, rather than 3.5 hours.
17. The parties agree that Proclean did some cleaning in Mr. Narog's neighbour's apartment. Mr. Narog denies authorizing the extra work. However, I find Mr. Narog specifically asked Proclean to "clean some floors in the condo across the hall as well" in his May 30, 2021 text. Further, Mr. Narog's June 24, 2021 text that the extra charges for vacuuming floors was very high shows me that Mr. Narog intended to pay for the extra floor cleaning. On balance, I find Mr. Narog requested and authorized the extra cleaning in the neighbouring apartment.
18. Mr. Narog says Proclean spent double the time it normally takes to clean his apartment. In support, Mr. Narog provided an email from Arlyn Garcia, CEO of Garpa Property Solutions Inc. (Garpa). Arlyn Garcia wrote that 1 cleaner from Garpa cleaned Mr. Narog's apartment in 4 hours' time between July 2021 and October 2021. However, the email does not address whether Garpa would take longer than 4 hours if it also cleaned the neighbour's floors. So, I find the 2 situations are not directly comparable. Further, I find the email does not show that Proclean's 3 hours and 10 minutes is unreasonable or otherwise not up to industry standards.
19. I find Mr. Narog's argument about Proclean's charge being above "market rate" is irrelevant because he accepted the \$70 hourly rate plus appliance fee in the parties' agreement.

20. Proclean says the apartment was very dirty, which Mr. Narog disputes. However, based on his text messages, Mr. Narog was not at the apartment and had arranged for someone else to let the cleaners into the apartment. Mr. Narog provided no statement from that person, or other evidence about the cleanliness of the apartment. Further, although Mr. Narog said the linens did not require washing, he specifically asked Proclean about that in his pre-May 30, 2021 text messages. Overall, I find Proclean has proven it reasonably spent 3 hours and 10 minutes to clean both Mr. Narog's apartment, and the neighbour's floors, as requested by Mr. Narog.
21. However, as noted above, I find Proclean was not entitled to charge for 3.5 hours of cleaning when it only spent 3 hours and 10 minutes on cleaning. So, using a \$70 per hour cleaning fee, I find Proclean is entitled to \$221.67 for cleaning time, plus \$30 appliance fee, plus \$12.58 GST, for a total of \$264.25.
22. Mr. Narog says he already paid Proclean \$170 to settle the invoice. However, his submitted banking record shows the e-transfer payment "pending" with an April 23, 2022 expiry date. So, I accept Proclean's statement that it did not accept Mr. Narog's payment.
23. On balance, I find Mr. Narog must pay Proclean \$264.25 for cleaning services.
24. The *Court Order Interest Act* applies to the CRT. I find Proclean is entitled to pre-judgment interest on the \$264.25 owing from the May 30, 2021 invoice date to the date of this decision. This equals \$1.26.
25. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Proclean was substantially successful in this dispute, I find it is entitled to reimbursement of the entire \$125 it paid in CRT fees.

ORDERS

26. Within 14 days of the date of this order, I order Mr. Narog to pay Proclean a total of \$390.51, broken down as follows:
- a. \$264.25 in debt,
 - b. \$1.26 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
27. Proclean is entitled to post-judgment interest, as applicable.
28. 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.
29. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. 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 British Columbia.

Sherelle Goodwin, Tribunal Member