



# Civil Resolution Tribunal

Date Issued: July 13, 2022

File: SC-2022-000530

Type: Small Claims

## Civil Resolution Tribunal

Indexed as: *Get ProClean Corp. v. Noel*, 2022 BCCRT 798

B E T W E E N :

GET PROCLEAN CORP.

**APPLICANT**

A N D :

JASON NOEL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Acting Chair and Vice Chair

## INTRODUCTION

1. This dispute is about payment for house cleaning services. The applicant, Get ProClean Corp. (ProClean), says it cleaned the respondent Jason Noel's

condominium (condo) on September 3 and September 15, 2021. ProClean claims \$147, which Mr. Noel refused to pay for the September 15, 2021 cleaning.

2. Mr. Noel undisputedly paid ProClean \$404.25 to clean his empty 700 square foot condo, which was ProClean's invoice amount for the September 3 work. Mr. Noel says ProClean was slow and did a poor job, and so he owes nothing further.
3. ProClean is represented by its general manager, LG. Mr. Noel 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 is whether Mr. Noel owes ProClean the claimed \$147 for ProClean's September 2021 cleaning services.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant ProClean must prove its 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 background facts are largely undisputed. In late August 2021, Mr. Noel contacted ProClean and asked for its services to clean his 700 square foot condo, which he was also renovating at the time. The condo was empty of furniture at the time of cleaning, apart from a dining table and chairs visible in one submitted photo.
11. ProClean charged \$35 per hour for a single cleaner, plus GST. When ProClean's 2 cleaners arrived to clean on September 3, 2021, there were some trades working. ProClean's cleaners left in the morning of September 3, due to the smell of paint from a bathtub being repainted. ProClean sent 2 other cleaners later that day. Mr. Noel was dissatisfied, and so ProClean sent a cleaner to complete the clean on September 15.
12. In dispute is the amount of time the cleaners spent each day and whether they did an adequate job for the time spent.
13. Mr. Noel paid ProClean's September 4, 2021 \$404.25 invoice for its work on September 3, though he says that work was deficient. He refused to pay the \$147 invoice for the September 15 work, because while that cleaning service completed

the job on that date, he says ProClean overcharged him for the September 3 work. I agree with Mr. Noel. My reasons follow.

14. ProClean says its 2 cleaners spent a total of 5.5 hours on September 3 (3.5 hours in the morning and 2 hours in the afternoon). ProClean further says that on September 15 its 1 cleaner spent 4 hours. In contrast, Mr. Noel estimates that in the morning of September 3 the 2 cleaners were only at his home for 1 to 1.5 hours.
15. Text messages in evidence show ProClean's cleaners arrived just after 9 am on September 3. Later that morning (the time is missing from ProClean's submitted screenshot in evidence), Mr. Noel texted that the cleaners had to leave to go to another job, due to the smell of the paintwork being done on the bathtub. Mr. Noel asked that the cleaners return that evening or afternoon. The texts show that around 3:30 pm ProClean's cleaners arrived and left at 5:18 pm. At 7:50 pm that evening, Mr. Noel texted "the place is good but not great". Mr. Noel explained the underside of the kitchen cabinets, the fan blades, and the washer and dryer were not cleaned. Mr. Noel also included a photo of visible dirt at the edge of the floor below the baseboard. ProClean responded "we can fix it". I accept the cleaning work at that point was as described by Mr. Noel, which is not disputed.
16. Notably, ProClean submitted no witness statements from its cleaners who did the cleaning work. Parties are told to submit all relevant evidence and I find such statements were clearly relevant. I say this because ProClean knew from the outset of this dispute that Mr. Noel challenged the suggestion his trades were an obstacle for the cleaners. He also challenged the amount of time spent and the quality and extent of the cleaning work completed on September 3.
17. Given the above, I prefer Mr. Noel's evidence that the 2 cleaners were only there for about 1 to 1.5 hours in the morning of September 3, given the absence of statements from the cleaners otherwise and given the text messages described above. So, I find ProClean overcharged Mr. Noel by at least 2 hours or \$147 in its September 3, 2021 invoice (2 cleaners at \$70 per hour plus GST). So, I dismiss ProClean's \$147 claim. Given this conclusion, I do not need to address the parties' other arguments about

whether the cleaners' work was inadequate for the time actually spent or whether Mr. Noel's trades prevented more thorough cleaning on September 3.

18. 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 ProClean was unsuccessful, I find it is not entitled to reimbursement of CRT fees. Mr. Noel did not pay fees or claim expenses.

## **ORDER**

19. I dismiss ProClean's claims and this dispute.

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Shelley Lopez, Acting Chair and Vice Chair