



Civil Resolution Tribunal

Date Issued: July 14, 2022

File: SC-2022-000092

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Scenic Valley Trailer Park Ltd.*, 2022 BCCRT 802

B E T W E E N :

ASLAN ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION &
SHEETMETAL SERVICES LTD.

APPLICANT

A N D :

SCENIC VALLEY TRAILER PARK LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Acting Chair and Vice Chair

INTRODUCTION

1. This dispute is about payment for plumbing services. The applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan), says it serviced a manufactured home's kitchen pipe that was not draining, at the request of a Ms. H. Ms. H is undisputedly Aslan's employee. Aslan claims payment of its \$433.65 December 3, 2020 invoice balance, which was for replacement of a "main valve" under Ms. H's trailer. The respondent, Scenic Valley Trailer Park Ltd. (Scenic), does business as Lakeway Mobile Home Park and operates the manufactured home park. Ms. H is not a party to this dispute.
2. Scenic says it did not contract with Aslan, Ms. H did. Further, Scenic says Aslan did the valve replacement work without Scenic's authorization and also says that the bill for that work was too high.
3. Aslan is represented by an employee, BW. Scenic is represented by Sonja Riediger, its president and property manager.

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. The Dispute Notice generated by the CRT on January 21, 2022 shows Aslan's the name as:

ASLAN

ELECTRICAL, PLUMBING, GASFITTING, REFRIGERAT
SHEETMETAL SERVICES LTD.

9. I do not have a BC Company Summary in evidence before me in this dispute. However, in an earlier CRT decision, *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Jatzek*, 2022 BCCRT 758, the tribunal member found the Aslan's correct legal name on a BC Company Summary, including the unusual spacing, is Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. So, that is the name I have used in the style of cause above, not the cut-off version in the CRT's Dispute Notice.

ISSUE

10. The issue is whether Scenic owes Aslan the claimed \$433.65 for plumbing services.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant Aslan 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.
12. The evidence before me is limited. Aslan’s submitted evidence consists of a series of invoices (some appear to actually be unsigned work orders) and its own transcripts of alleged phone conversations with Scenic’s representatives. Scenic’s submitted documentary evidence consists of an analysis of Aslan’s plumbing services.
13. It is undisputed that on November 16, 2020 Ms. H requested Aslan’s attendance at her manufactured home for an issue with her kitchen drain. Aslan submitted a copy of its December 2020 invoice for \$1,154.68, which it says was billed to Ms. H for the kitchen sink drain augering work Aslan completed for her.
14. At issue in this dispute is Aslan’s December 2020 invoice for \$669.12, which describes Aslan’s diagnosis of “main water valve leaking” under Ms. H’s trailer and its replacement of Scenic’s main water shut off valve.
15. Scenic says it did not hire Aslan to do this work. However, Scenic decided to pay \$235.47 for the valve replacement, not \$669.12, based on what Scenic says is a reasonable price in the circumstances. In this dispute, Aslan claims \$433.65, which is the difference between the \$669.12 invoice total and the \$235.47 paid.
16. Scenic disputes that its superintendent DW even asked Aslan to do that valve replacement, as Aslan alleges. Rather, Scenic admits that DW turned off the main valve at Aslan’s request, after Aslan had started work in Ms. H’s trailer. Scenic says it could have hired its own regular contractors to do the valve replacement at a lower rate, which is why Scenic paid only \$235.47.
17. As noted, Aslan submitted its own transcripts of what it says were phone calls between its employee CS and DW. I find these transcripts unreliable. I say this

because there are obvious errors in them, such as attributing what are clearly the wrong initials to certain statements. More importantly, there is no witness statement from CS to whom DW allegedly admitted he called Aslan to have the valve replaced. There is also no statement in evidence from Ms. H. Parties are told during the CRT evidence collection process to submit all relevant evidence. Aslan provided no explanation for the absence of a statement from its employees. So, I find it unproven DW requested the valve replacement.

18. Even if DW had requested the valve replacement, there is no evidence he was ever given a quote for the work or any terms and conditions at all. So, even if DW had requested the valve replacement on Scenic's behalf, I find the parties did not have an enforceable contract because there was no agreement on a fundamental term, namely the price. This means that for the valve replacement work (which was undisputedly Scenic's property), Aslan is only entitled to payment on a *quantum meruit* basis, meaning value for the work done. Had I concluded an unjust enrichment analysis applied, I would come to the same conclusion. Unjust enrichment is payment for an applicant's efforts where the respondent benefited from them without valid reason. My further reasons follow.
19. Scenic says the valve replacement work should have cost only \$235.47. While Scenic does not dispute the \$53.26 materials charge, it says only 3 hours of labour at \$42 per hour was reasonable, not 7 hours at \$98 per hour. Scenic also submitted screenshots of texts with Corey Carthew, a plumber/owner of The Plumbinators. I accept Mr. Carthew is an expert under the CRT's flexible rules and note Aslan did not dispute his expertise. Aslan submitted no contrary expert opinion and I find this is a technical matter that requires expert evidence because it is outside ordinary knowledge.
20. I accept Mr. Carthew's opinion that Aslan overcharged by at least 4 hours, in particular because Aslan should not have charged 1.5 hours for an additional junior apprentice or charged 2.5 hours for travel time for supplies that should have been on hand. Those 4 hours totalled \$411.60 on Aslan's invoice. On balance, given the

application of *quantum meruit* or an unjust enrichment analysis, I find it unproven that Aslan is entitled to any further payment. I dismiss Aslan's claim.

21. 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 Aslan was unsuccessful, I find it is not entitled to reimbursement of CRT fees. Scenic did not pay fees or claim expenses.

ORDER

22. I dismiss Aslan's claims and this dispute.

Shelley Lopez, Acting Chair and Vice Chair