



Civil Resolution Tribunal

Date Issued: July 21, 2022

File: SC-2021-007773

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Vukelic v. Maida*, 2022 BCCRT 834

BETWEEN:

KRESIMIR VUKELIC

APPLICANT

AND:

NICHOLAS MAIDA and ERIN DAUM

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an unpaid invoice for installing laminate flooring. The applicant, Kresimir Vukelic, says the respondents, Nicholas Maida and Erin Daum, hired him to install the flooring in their home. Mr. Vukelic seeks payment of \$4,665.07 for the work done.

2. The respondents say they have not paid Mr. Vukelic because he overcharged for his work and added unauthorized charges for materials. They agree that Mr. Vukelic should be paid some amount for his work, but do not say how much.
3. Mr. Vukelic represents himself. The respondents are self-represented and provided largely identical submissions.
4. For the reasons that follow, I find Mr. Vukelic has proven his claims.

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. Some of the evidence in this dispute amounts to a "he said, they said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

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.

The May 9, 2022 Preliminary Decision

9. As noted in the CRT's May 9, 2022 preliminary decision, the respondents requested an extension of time until June 2022 to provide their evidence. The CRT partially allowed the respondents' request and extended the deadline until May 13, 2022.
10. I agree with the reasoning in the preliminary decision. CRT staff previously granted the respondents extensions, to March 29 and May 4, 2022, to provide evidence. The respondents said that they required extra time because of Mr. Maida's health but provided no evidence to show why another extension was necessary. So, albeit short, I agree with the CRT member's decision to allow only a partial extension of time.

ISSUE

11. The issue in this dispute is to what extent Mr. Vukelic is entitled to compensation for work done.

BACKGROUND, EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Vukelic as the applicant must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that the respondents did not provide any evidence though they were given the opportunity to do so, as discussed above.

13. I begin with the undisputed background. The respondents own a rental property tenanted by another individual, SS. In early March 2021, Mr. Vukelic and the respondents met to discuss the work at issue. There is no written agreement.
14. SS provided a witness statement and said the following about the meeting. Mr. Vukelic agreed to install laminate flooring for both respondents on the main and upper levels of the house. The respondents agreed to provide the flooring. SS would move the furniture around to facilitate installation. The parties agreed that Mr. Vukelic could charge \$30 per hour for labour.
15. It is undisputed that SS is related to Mr. Vukelic. However, the respondents did not say that any part of SS' witness statement was wrong. Overall, I find SS' evidence is credible and I find the parties reached an oral agreement consistent with SS' evidence.
16. It is undisputed that Mr. Vukelic installed the flooring as contemplated. He then invoiced the respondents \$4,665.07 for the work on May 19, 2021. Ms. Daum acknowledged receipt of the invoice in May 2021 text messages to Mr. Vukelic.
17. The text messages show that from July to October 2021, Mr. Vukelic followed up with both respondents for payment. In general, I find the respondents provided vague reasons for refusing payment. From May to July 2021, Ms. Daum did not express any concerns about the work. However, she said that Mr. Maida wanted a detailed breakdown and an opportunity to look at the work.
18. From July 2021 onwards Mr. Vukelic texted Mr. Maida. On August 16, 2021, Mr. Maida said he was "still in the process of dealing with your invoice". He said there were some charges on the invoice that he was "trying to figure out what they were for". He said Mr. Vukelic would be paid when Mr. Maida finished his "due diligence". Mr. Maida did not say how long he needed and did not request any assistance from Mr. Vukelic to complete this due diligence. He did not say when he would pay Mr. Vukelic.

19. Mr. Vukelic sent the Dispute Notice to the respondents on October 14, 2021. Mr. Maida texted that day that Mr. Vukelic overcharged for his work and added charges to the invoice for unauthorized work.

Issue #1. Did Mr. Vukelic overcharge for work or add unauthorized charges for materials to his invoice?

20. The respondents say that Mr. Vukelic overcharged for his work. I therefore find they bear the burden of showing Mr. Vukelic's invoice was unreasonable.

21. In an October 14, 2021 text message, Mr. Maida says he called other professionals and they advised him that Mr. Vukelic was charging 3 times their prices. However, the respondents provided no evidence from those professionals, or at all. There is no indication that Mr. Vukelic's work was deficient. So, I find it unproven that Mr. Vukelic charged an unreasonable amount.

22. Mr. Vukelic also provided receipts to support the invoiced purchases of materials. The respondents did not say any of these purchases were inappropriate. So, I find it unproven that he added any inappropriate purchases to the invoice.

23. I note that in text messages, Mr. Maida alleged that Mr. Vukelic charged for moving SS' furniture, painting the walls, and fixing bathroom issues. However, the invoice does not say Mr. Vukelic completed or charged for these tasks, and Mr. Vukelic specifically says he did not charge for them, so I find Mr. Maida's allegation unproven.

24. Given the above, I find Mr. Vukelic is entitled to payment of \$4,665.07 and order the respondents to pay this amount.

25. The *Court Order Interest Act* applies to the CRT. Mr. Vukelic is entitled to pre-judgment interest on the debt of \$4,665.07 from May 18, 2021, the date of the invoice, to the date of this decision. This equals \$28.09.

26. 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. I see no reason in this case not to follow that general rule.

I find the applicant is entitled to reimbursement of \$175 in CRT fees. No parties claimed for any specific dispute-related expenses.

ORDERS

27. Within 14 days of the date of this order, I order the respondents to pay Mr. Vukelic a total of \$4,868.16, broken down as follows:

- a. \$4,665.07 in debt,
- b. \$28.09 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

28. Mr. Vukelic is entitled to post-judgment interest, as applicable.

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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member