



# Civil Resolution Tribunal

Date Issued: July 22, 2022

File: SC-2022-001514

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *AA Insulation Depot Ltd. v. Liberty Contract Management Inc.*,  
2022 BCCRT 839

BETWEEN:

AA INSULATION DEPOT LTD.

**APPLICANT**

AND:

LIBERTY CONTRACT MANAGEMENT INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about payment for asbestos abatement services. The respondent, Liberty Contract Management Inc. (Liberty), hired the applicant, AA Insulation Depot Ltd. (AA), to abate asbestos in a housing complex in Mission, British Columbia. AA says Liberty failed to pay its final invoice, and seeks \$3,206.44.

2. Liberty says AA unreasonably delivered the invoice 6 months after AA allegedly did the work. Liberty also argues AA did not complete the work, and that it had another contractor do it.
3. Each party is represented by an employee or principal.

## **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). 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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 in this dispute is to what extent, if any, AA is entitled to \$3,206.44 for its unpaid invoice for asbestos abatement.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant AA must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. AA and Liberty signed an agreement on March 13, 2019 for AA to provide asbestos abatement in 16 units for a total of \$42,300 plus GST. The work was scheduled to commence in June 2019 and last for approximately 6 months. None of this is disputed. The only dispute is about the invoice for one unit, 32392. Liberty says AA did not perform asbestos abatement in 32392 and says it hired another contractor, Genesis Restorations, to complete it. Liberty says if AA had completed the work, it would have provided a government-required manifest showing the asbestos had been removed.
11. First, Genesis Restorations’ invoice in evidence does not show it completed any asbestos abatement work in 32392. Rather, its invoice is for the treatment of mould, removing linoleum, and removing drywall on an exterior wall. There is no mention of asbestos removal. Second, AA provided the required manifest for 32392 in evidence, dated February 6, 2020. On balance, I find AA did provide asbestos abatement services in 32392.
12. Liberty says AA unreasonably delayed in providing the invoice for the work in 32392. In response, AA says the delay was caused because a leak occurred in 32392 causing water damage, which AA anticipated Liberty would hire AA to remediate. However, Liberty hired a different contractor, so AA invoiced for the asbestos work

only. I find AA did not unreasonably delay invoicing Liberty for the 32392 work, as it reasonably expected to do more work in 32392.

13. So, I find Liberty must pay AA its outstanding invoice of \$3,206.44.
14. The parties' agreement is silent on interest. So, AA is entitled to pre-judgment interest on the amount owed under the *Court Order Interest Act*. Calculated from June 29, 2020, the date of the invoice, this equals \$32.49.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the successful party, I find AA is entitled to reimbursement of \$175 in tribunal fees.
16. AA also claimed \$138.60 in dispute-related expenses, including \$105 for "registered mail" and \$33.60 for a company search. For the \$105 charge, AA provided an invoice on its own letterhead for "personal service". I find this is essentially a claim for "time spent" on the dispute, which is not permitted under the CRT rules. I find AA is not entitled to payment of the \$105 invoice. I find the \$33.60 charge was reasonable, and I find Liberty must reimburse this amount.

## **ORDERS**

17. Within 30 days of the date of this decision, I order the respondent, Liberty Contract Management Inc., to pay the applicant, AA Insulation Depot Ltd. (AA), a total of \$3,447.53, broken down as follows:
  - a. \$3,206.44 in debt,
  - b. \$32.49 in pre-judgment interest under the *Court Order Interest Act*,
  - c. \$175 in tribunal fees; and
  - d. \$33.60 in dispute-related expenses.
18. AA is also entitled to post-judgment interest, as applicable.

19. 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.

---

Andrea Ritchie, Vice Chair