



Civil Resolution Tribunal

Date Issued: July 25, 2022

File: SC-2022-000114

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Quaife*, 2022 BCCRT 844

B E T W E E N :

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

APPLICANT

A N D :

LAURA-LEE QUAIFE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. This dispute is about payment for plumbing repairs.

2. The respondent, Laura-Lee Quaife, hired the applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan), for plumbing repair work.
3. Aslan invoiced Ms. Quaife \$3,087.77 for the work. Ms. Quaife paid \$1,500 but refused to pay the balance. Aslan seeks the difference, which is \$1,587.77. Ms. Quaife says Aslan grossly overcharged, did not have the necessary supplies, and charged for work it did not do.
4. Aslan is represented by an employee. Ms. Quaife represents herself. For the reasons set out below, I dismiss Aslan's claim.

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. The Dispute Notice generated by the CRT on January 13, 2022 incorrectly shows the applicant Aslan's name as:

ASLAN
ELECTRICAL,PLUMBING,GASFITTING,REFRIGERAT
SHEETMETAL SERVICES LTD.

10. Based on the BC Company Summary, Aslan's correct legal name, including the unusual spacing, is "Aslan Electrical,Plumbing,Gasfitting,Refrigeration& Sheetmetal Services Ltd."
11. It is apparent that the Dispute Notice did not display the end of the word "Refrigeration&" in Aslan's name. Given it was the CRT's error and the parties proceeded on the basis that the correct legal name was used, I have corrected the style of cause to show Aslan's full legal name.

ISSUE

12. The issue is whether Aslan is entitled to the claimed \$1,587.77 for plumbing work.

EVIDENCE AND ANALYSIS

13. As the applicant in this civil proceeding, Aslan must prove its claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
14. On August 17, 2021, Ms. Quaife called Aslan for an emergency repair to leaking pipes in a trailer. Aslan completed some temporary repairs early that morning. Over the next 2 days Aslan disconnected the toilet and sink and removed some pipes. There was apparently no further communication until November when Ms. Quaife called

Aslan to find out what was happening. Aslan gave Ms. Quaife an invoice, undisputedly for \$3,087.77, although there is no copy of the invoice in evidence. Ms. Quaife felt the invoice was too high and selected a different contractor to complete the remaining work.

15. Ms. Quaife paid Aslan \$1,500 by cheque and wrote the invoice number and “paid in full” in the memo line. Ms. Quaife argues that when Aslan deposited the cheque it agreed to release her from any further claim for payment under the invoice. In law this is known as the doctrine of “accord and satisfaction”. Under that doctrine, the debtor, Ms. Quaife, must show that the creditor, Aslan, expressly communicated an intention to accept partial payment as a final settlement. Silence is not generally considered acceptance (see *IBI Group v. Lefevre*, 2004 BCSC 298). Here, there is no evidence Aslan expressly communicated it would accept \$1,500 in full satisfaction of its invoice. Accordingly, I find Ms. Quaife cannot rely on the defence of accord and satisfaction.
16. On August 17, Ms. Quaife signed Aslan’s Work Authorization Form (WAF). The WAF said the scope of work was to “shut off hot water tank and drain.” The agreed rate was \$98 per person per hour, \$147 for overtime and \$196 for double overtime. Ms. Quaife also agreed to pay unspecified amounts for materials, mileage, shop supplies, vehicle charges and other expenses.
17. For the following reasons, I find Aslan has not established that it is entitled to any payment exceeding the \$1,500 Ms. Quaife already paid.
18. First, as noted, there is no invoice in evidence. The applicant is not unsophisticated and is or should be aware of the evidence required to prove its claim, which at minimum includes the invoice at issue (see, e.g., *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services LTD v. Mulholland*, 2018 BCCRT 696). Without the invoice, I cannot determine how Aslan calculated the amount it claims is owed. Aslan’s evidence includes 5 timesheets, but none of them specify the rates for truck fees, shop charges, and material costs.

19. The closest thing to an invoice is a portion of an email from Aslan to Ms. Quaife identifying the hours worked and some material charges, but those amounts only add to \$2,446.68, so they do not sufficiently explain Aslan's claim.
20. Second, Ms. Quaife says Aslan charged her for removal of her hot water tank and replacement of siding, 2 things she says were never done. Aslan does not dispute this, so I accept it. I note there is no evidence from any Aslan employees about the work they performed.
21. Third, the timesheets and emails indicate that Aslan charged overtime and double time hours. Nothing in the WAF specifies when overtime and double time rates would apply. Aslan billed overtime after 5 p.m. even if its employee arrived at the trailer at 2:30 p.m. Aslan does not say that it explained to Ms. Quaife when overtime and double time rates applied before it started working, or at any time. As a result, I find Aslan has not proved that the parties agreed on when Ms. Quaife would be responsible for overtime and double time rates. It follows that I cannot allow Aslan's overtime and double time charges.
22. Fourth, only 3 of the 5 timesheets are signed by Ms. Quaife. None of the timesheets contain detailed descriptions of the work performed. The unsigned August 31 timesheet provides no description of any work done but appears to add 1 hour of labour plus truck and shop charges to Ms. Quaife's running total. Ms. Quaife says, and Aslan does not dispute, that nobody attended her trailer on August 31. Overall, I find the timesheets are an unreliable record from which to try to reconstruct the work Aslan performed and determine what it is fairly owed.
23. Finally, Ms. Quaife submitted an email from Logan Owen, a plumber with North Okanagan Plumbing and Heating LTD. I accept Logan Owen as an expert under the CRT's rules and note that Aslan did not dispute his expertise. Logan Owen visited Ms. Quaife's trailer to review Aslan's work and said it was roughly 10 hours of work, which amounts to \$980 at the agreed rate. Aslan submitted no contrary expert opinion and I find the time that plumbing work should take is a technical matter that is outside

ordinary knowledge and requires expert evidence. Thus, the evidence indicates Ms. Quaife may have paid more than she owed.

24. For the above reasons, I dismiss Aslan's claim. Given this conclusion, I do not need to address Ms. Quaife's arguments about the *Business Practices and Consumer Protection Act*.

25. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recover their CRT fees and reasonable dispute-related expenses. Ms. Quaife was successful but did not pay CRT fees. I dismiss Aslan's claim for reimbursement of CRT fees. Neither party claimed dispute-related expenses.

ORDER

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

Micah Carmody, Tribunal Member