



Civil Resolution Tribunal

Date Issued: August 3, 2022

File: SC-2022-000313

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Get Proclean Corp. v. Lee*, 2022 BCCRT 876

BETWEEN:

GET PROCLEAN CORP.

APPLICANT

AND:

JONGHWA LEE

RESPONDENT

AND:

GET PROCLEAN CORP.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This dispute is about cleaning services. The respondent and applicant by counterclaim, Jonghwa Lee, hired the applicant and respondent by counterclaim, Get Proclean Corp. (Proclean), to perform housecleaning and carpet cleaning services. Proclean says Mr. Lee paid its carpet cleaning invoice but not its housecleaning invoice. Proclean claims \$399 in unpaid work.
2. Mr. Lee says that he does not owe the full amount invoiced because Proclean overcharged him. Mr. Lee also says that Proclean cleaned poorly and did not finish its work. Mr. Lee counterclaims saying that Proclean damaged his carpets and claims \$400.50. Proclean denies the counterclaim and says that it did not damage Mr. Lee's carpets.
3. Proclean is represented by an employee or principal. Mr. Lee 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). 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.
5. 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.

6. 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.
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.

ISSUES

8. The issues in this dispute are:
 - a. Does Mr. Lee owe Proclean \$399 for unpaid cleaning costs?
 - b. Does Proclean owe Mr. Lee \$400.50 for allegedly damaging his carpet?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Proclean, as the applicant, must prove its claim on a balance of probabilities, meaning “more likely than not.” Mr. Lee has the same burden of proving his counterclaim. 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.

Proclean’s claim for unpaid cleaning services

10. Proclean sent Mr. Lee text messages quoting \$185 for carpet cleaning, \$70 per hour for 2 workers for housecleaning, and a \$30 flat fee to clean appliances. Mr. Lee replied saying that he wanted housecleaning, carpet cleaning, and his deck cleaned. By hiring Proclean, I find that the parties entered a contract to clean Mr. Lee’s property at the rates quoted in the text messages.

11. Proclean cleaned Mr. Lee's property on September 16, 2021. Proclean submitted a September 20, 2021 housecleaning invoice for \$399, based on 5 hours of cleaning labour. The housecleaning invoice is unpaid. Proclean also submitted a September 20, 2021 carpet cleaning invoice for \$194.25. Though Mr. Lee paid the carpet cleaning invoice, he says that he thought this invoice covered all of Proclean's cleaning services, not just carpet cleaning.
12. Mr. Lee says Proclean started cleaning at 9:50 am and finished at 1:30 pm, performing only 3 hours 40 minutes of cleaning labour. In contrast, Proclean says it performed 4.5 hours of services based on its vehicle GPS records, which show that Proclean left at 2:02 pm. However, Mr. Lee says that Proclean's workers had stopped cleaning by 1:30 when he telephoned Proclean's manager to complain about Proclean's work. Since Proclean agrees that it spoke with Mr. Lee after it finished its work, I find that Proclean completed its cleaning services at 1:30 pm as Mr. Lee submits. So, I find that Proclean performed 3 hours 40 minutes of cleaning services.
13. Mr. Lee also says he is not responsible for the entire amount charged because Proclean left chemical stains on multiple surfaces. Mr. Lee has the burden of proving that Proclean's work was not performed properly (see *Lund v. Appleford Building Company Ltd. et al*, 2017 BCPC 91 at paragraph 124). However, Mr. Lee has not provided photographs or described the appearance of these alleged chemical stains. Further, Mr. Lee did not provide evidence or submissions showing the cost to repair these alleged chemical stains. On balance, I find Mr. Lee has not proved that Proclean damaged his property with chemical stains.
14. Mr. Lee also argues that he does not owe the entire amount invoiced because Proclean did not fully clean his property. Mr. Lee says that it did not clean the ceiling, ducts, fans, windows, or the balcony. Mr. Lee says he hired another cleaning service to complete the work and he provided an October 26, 2021 cleaning invoice from another cleaning business. However, Proclean charged Mr. Lee on an hourly basis and there is no evidence before me showing that Proclean charged for work not

performed. So, whether the cleaning work was not completed does not change the amount of Mr. Lee's debt for the cleaning services that Proclean performed.

15. Mr. Lee also argues that he needed to reclean the carpets because Proclean did a poor job. Mr. Lee provided a January 20, 2022 statement from a family relative, SIP. SIP wrote that the carpets remained dirty after Proclean's work and needed to be cleaned by another cleaning business and by Mr. Lee's family. Mr. Lee also provided a photograph appearing to show large, dark carpet spots left after Proclean's work and another photograph showing the carpet appearing significantly cleaner after it was recleaned.
16. Proclean argues that the second carpet cleaning was not related to its work because it was performed over a month later. However, Proclean did not dispute Mr. Lee's allegation that the carpet was left unclean. Based on SIP's statement and the photographs, I find that Proclean's carpet cleaning work was deficient. The other cleaning business charged \$150 for carpet cleaning, plus a \$20 travelling fee. So, I find that Mr. Lee is entitled to deduct \$178.50, the cost of recleaning the carpet plus the travel fee and tax, from the amount it owes Proclean for its cleaning work.
17. As discussed above, I find that Proclean performed 3 hours 40 minutes of cleaning services. At the agreed rate of \$70 per hour, this equals \$256.67. Since Mr. Lee does not dispute the \$30 flat fee for cleaning appliances, I find that he also owes that. So, I find that Mr. Lee owed a total of \$301 for housecleaning services, including tax. After deducting the \$178.50 for recleaning the carpets, I find that Mr. Lee owes Proclean a balance of \$122.50 in unpaid work.

Counterclaim for carpet damage

18. Mr. Lee counterclaims arguing that Proclean damaged his carpets while cleaning them. I find that Mr. Lee is essentially claiming that Proclean was negligent. To prove negligence, Mr. Lee must show that Proclean owed him a duty of care, Proclean breached the standard of care, Mr. Lee sustained the claimed damage, and the

damage was caused by Proclean's breach (*Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).

19. I accept that as a cleaning business, Proclean owed Mr. Lee a duty to exercise reasonable care to avoid damaging his carpets while cleaning them.
20. Mr. Lee says that Proclean improperly tried to remove bedroom carpet stains by using chemicals. Further, he says that Proclean improperly scrubbed the stains with the carpet cleaning machine's nozzle rather than a brush. Mr. Lee says this damaged the carpet which he says is not repairable. However, Mr. Lee does not describe the nature or extent of the alleged carpet damage. Further, he has not provided any repair or replacement estimates. Though Mr. Lee provided photographs which appear to show some carpet blemishes, I am unable to determine whether these were pre-existing.
21. SIP's statement said that Proclean left the carpets damp and it was "unevenly floating and unflattened." However, SIP did not say whether this dampness resulted in any damage after the carpets dried. Further, SIP did not report any other carpet damage. I find that SIP's statement does not show any lasting carpet damage.
22. Proclean denies damaging the carpets. It says the carpets were already damaged and deteriorated before its work. Further, Proclean says it does not use chemicals and that its steaming machine is not strong enough to damage carpets. Proclean also says that Mr. Lee applied his own chemical to the carpet in its presence. Proclean says that it warned Mr. Lee not to use the chemical but he did so anyway. Since Mr. Lee does not dispute this submission, I accept it as accurate.
23. On balance, I find that Mr. Lee has not proved that Proclean breached the standard of care while cleaning the carpet or that Proclean damaged the carpets. So, I find that Proclean was not negligent and I dismiss Mr. Lee's counterclaim.

CRT fees, expenses and interest

24. The *Court Order Interest Act* (COIA) applies to the CRT. Proclean is entitled to pre-judgment interest on the \$122.50 in unpaid work from September 20, 2021, the date of the invoice, to the date of this decision. This equals \$0.60.
25. 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. Since Proclean was partially successful, I find it is entitled to reimbursement of one-half of the CRT fees, being \$67.50. Since Mr. Lee's counterclaim was unsuccessful, I find he is not entitled to reimbursement of his CRT fees. Neither party claimed reimbursement of dispute-related expenses, so none are ordered.

ORDERS

26. Within 30 days of the date of this order, I order Mr. Lee to pay Proclean a total of \$190.60, broken down as follows:
 - a. \$122.50 in unpaid work,
 - b. \$0.60 in pre-judgment COIA interest, and
 - c. \$67.50 in CRT fees.
27. Proclean is entitled to post-judgment interest, as applicable.

28. 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.

Richard McAndrew, Tribunal Member