



Civil Resolution Tribunal

Date Issued: August 19, 2022

File: SC-2021-008000

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Lauridsen*, 2022 BCCRT 935

BETWEEN:

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

APPLICANT

AND:

ALISON LAURIDSEN also known as ALLI LAURIDSEN

RESPONDENT

AND:

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

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about installation of a new range hood. The applicant and respondent by counterclaim, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan), says it installed a new range hood for the respondent and applicant by counterclaim, Alison Lauridsen aka Alli Lauridsen, and that Ms. Lauridsen refuses to pay its invoices. Aslan seeks \$1,447.10 as payment for two invoices.
2. Ms. Lauridsen says Aslan's work was defective. She agrees to pay for the first invoice for a gas hook up (\$276.41), but does not agree to pay \$1,170.89 for installation of the range hood. In her counterclaim, Ms. Lauridsen seeks the cost to repair damage Aslan allegedly caused during its installation of the range hood, as well as expenses for food waste. She claims \$2,710.09. Aslan says it was not told about any alleged damage until 10 months later and denies any responsibility.
3. Aslan is represented by an employee. Ms. Lauridsen represents herself.

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.

Style of cause

8. CRT documents incorrectly show the respondent and applicant by counterclaim's name as "Alison Lauridsen also know as Alli Lauridsen". However, I find this was a typographical error, and that the correct reference is "also known as". I have amended the style of cause accordingly.
9. Further, the Dispute Notices generated by the CRT on October 29, 2021 and February 8, 2022 show Aslan's name as:

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

10. However, Aslan's correct legal name on its 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 documents.

ISSUES

11. The issues in this dispute are:

- a. Does Ms. Lauridsen owe Aslan \$1,447.10 for unpaid work?
- b. Does Aslan owe Ms. Lauridsen \$2,710.09 for alleged damage and food waste?

EVIDENCE AND ANALYSIS

12. In a civil claim such as this, the applicant Aslan must prove its claims on a balance of probabilities (meaning “more likely than not”). In her counterclaim, Ms. Lauridsen bears this same burden. I note Aslan did not provide any documentary evidence, despite being given the opportunity to do so. I have read all of the parties’ submissions and reviewed Ms. Lauridsen’s evidence, but I have only addressed that necessary to explain my decision.

Aslan’s claim for unpaid work

13. As noted above, Aslan claims a total of \$1,447.10 in unpaid invoices. It says the first invoice is \$276.41 for a “gas hook up” and the second is \$1,170.89 for installation of the range hood. I note this totals \$1,447.30 instead of the claimed \$1,447.10, but nothing turns on the minor difference.

14. Ms. Lauridsen agrees she owes the \$276.41 invoice, so I find she must pay Aslan this amount. As for the invoice for the range hood’s installation, Ms. Lauridsen says it was “implied” she would not be charged for that work because Aslan’s technician incorrectly installed the range hood to begin with and had to re-attend to fix it. Aslan undisputedly attended at Ms. Lauridsen’s home twice to install the range hood, the initial installation and the second visit to correct its work. Although Ms. Lauridsen submitted photos of an off-centered range hood with black marks on it and a hanging soffit, she admitted in a later July 14, 2021 email to Aslan that these issues were repaired at Aslan’s second visit.

15. In any event, Ms. Lauridsen now says she should not have to pay for the range hood's installation at all. Aslan says Ms. Lauridsen did not complain about any lingering issues until after she received the invoice, over 10 months later. However, Ms. Lauridsen says she complained immediately, which is why Aslan reattended to fix the issues.
16. The problem for Aslan is that it provided no evidence at all, not even a copy of the invoice in question. Aslan also failed to provide any statement from its technician that attended. Parties are told to provide all relevant evidence and I note Aslan is a frequent CRT litigant and so is familiar with the requirement. Ms. Lauridsen says Aslan's invoice included charges from the initial installation and charges for the second visit to fix its deficiencies. As Aslan failed to submit any evidence about the charges, I find Aslan has not proven it is entitled to any payment for its range hood installation invoice. I dismiss this aspect of Aslan's claim.

Ms. Lauridsen's claim for damages

17. In her counterclaim Ms. Lauridsen claims a total of \$2,710.09, including:
 - a. \$360.09 for a new range hood,
 - b. \$450 for paint and supplies to repair the walls and ceiling,
 - c. \$500 for loss of food,
 - d. \$500 for removal, repair, and repainting a soffit, and
 - e. \$1,170.89 for a new hood fan's installation.
18. I note the above items actually total \$2,980.89. Ms. Lauridsen has not explained this difference, but only claims the \$2,710.09 noted above.
19. First, I find Ms. Lauridsen has not proven a new hood fan is required. Although she says there are scratches and a small dent that she says are irreparable, I find she has not provided any evidence that a brand new hood fan is required. In any event, I find she has not proven the scratches or the dent are a result of Aslan's installation,

rather than use over the following 10 months before she complained about the damage to Aslan. So, I find she is not entitled to either \$360.09 or \$1,170.89 for a new hood fan and installation.

20. Second, the claims for repairs to the walls, ceiling, and a soffit. Aslan denies causing any damage, and says Ms. Lauridsen never complained about it until after receiving its invoice 10 months later, on July 13, 2021. Although there are some photos of minor marks on the wall and ceiling, I find Ms. Lauridsen has not proven the repairs are worth \$450. I say the same for the soffit. She has not explained how the soffit is damaged, but rather says it was not put back into place properly. She has not explained how or why the soffit needs to be repaired or repainted. Ms. Lauridsen also did not provide any evidence, such as from a contractor, explaining the cost to repair these items. So, I dismiss Ms. Lauridsen's claims for damage to walls, ceiling, and the soffit.
21. As for the food waste claim, Ms. Lauridsen says the Aslan technician turned off an electrical breaker which also had her deep freezer connected to it. She says she did not notice until a few days later, and that her food was spoiled and had to be thrown out. Ms. Lauridsen admits she does not have any evidence of the losses. She also admits she did not specifically tell Aslan about it until July 14, 2021, 10 months after the loss occurred, though she says the Aslan technician "noticed water on the floor" at her home in September 2020. On balance, I find Ms. Lauridsen has not proven she suffered a \$500 loss for allegedly wasted food. Given I have found the loss is not proven, I find I do not need to address Aslan's liability on this point.
22. In summary, I find Ms. Lauridsen must pay Aslan a total of \$276.41 for gasfitting work. I dismiss the remainder of both Aslan's and Ms. Lauridsen's claims.
23. The *Court Order Interest Act* applies to the CRT. Aslan is entitled to pre-judgment interest on the \$276.41 from July 13, 2021, the undisputed date the invoice was sent to Ms. Lauridsen, to the date of this decision. This equals \$1.83.

24. 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 both parties were largely unsuccessful, I find each party should bear their own tribunal fees. No party claimed dispute-related expenses. So, I make no order for CRT fees or expenses.

ORDERS

25. Within 30 days of the date of this decision, I order Ms. Lauridsen to pay Aslan a total of \$278.24, broken down as follows:

a. \$276.41 in debt, and

b. \$1.83 in pre-judgment interest under the *Court Order Interest Act*.

26. Aslan's remaining claims, and Ms. Lauridsen's counterclaim, are dismissed.

27. 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