



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *One World Building Services Corp. v. Lin*, 2022 BCCRT 962

B E T W E E N :

ONE WORLD BUILDING SERVICES CORP.

APPLICANT

A N D :

CHIH-YU LIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. Chih-Yu Lin hired One World Building Services Corp. (One World) to install new cabinet doors in her kitchen. Ms. Lin has admittedly not paid One World's final \$2,447.03 invoice. Ms. Lin says that there were deficiencies in One World's work, which One World admits. However, One World says that Ms. Lin did not give it a reasonable opportunity to fix the deficiencies. One World also says that it included a

\$346.50 (\$330 plus tax) discount in its final invoice, which reasonably compensates Ms. Lin for the deficiencies. One World asks for an order that Ms. Lin pay its \$2,447.03 invoice.

2. Ms. Lin initially asked that I dismiss One World's claim. However, in submissions, she says that there should be \$1,459.50 in deductions for the remaining deficiencies, not the \$346.50 One World offered. Ms. Lin also alleges minor calculation errors in One World's invoice. Ultimately, she says that she should pay \$1,130.85, not the claimed \$2,447.03.
3. One World is represented by an employee. Ms. Lin is represented by her husband, PC, who was also a party to the contract with One World. PC is not a party to this dispute.

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 pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.
8. Ms. Lin provided evidence of the parties' text message history, which was in Chinese. She did not provide a translation. The CRT's rules require all evidence to be translated into English, so I have not considered the non-English evidence.

ISSUES

9. The issues in this dispute are:
 - a. Did Ms. Lin give One World a reasonable opportunity to fix the deficiencies?
 - b. If so, how much of a deduction is Ms. Lin entitled to because of these deficiencies?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, One World as the applicant must prove its claim on a balance of probabilities (meaning "more likely than not"). While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. The facts are mostly undisputed. One World provided Ms. Lin and PC with a written estimate on February 25, 2021. The estimate was for \$5,180.70 for a variety of kitchen renovations. The largest component of the estimate was \$4,137 to replace 44 cabinet doors and install new soft closing hinges. Ms. Lin accepted the estimate on February 27, 2021. She paid a \$2,590.35 deposit on March 4, 2021.

12. One World's main employee injured their hand while operating a table saw on April 7, 2021. The employee took some time off to recover. This delayed completion. Also, according to One World, the employee's reduced hand function led to problems in their work quality.
13. The work was completed on May 3, 2021, but the parties agreed that there were deficiencies, including issues with the doors' hinges and a spice tray. I discuss the deficiencies in more detail below. At some point (it is unclear when), Ms. Lin demanded a \$1,500 discount to account for the deficiencies.
14. On May 27, 2021, One World emailed Ms. Lin that \$1,500 was "absolutely unreasonable". One World said it would replace all the hinges and a piece of board in the spice tray.
15. On June 1, 2021, PC emailed One World offering to have One World return to fix the deficiencies. I note that PC sent the email from Ms. Lin's email address, so I infer it was effectively from them both. PC said that he wanted One World to replace 2 doors under the kitchen sink, replace the spice tray, and replace all the hinges. PC included detailed standards for this further work and required it to be done in a single workday. Alternatively, PC reiterated that they would accept a \$1,500 discount.
16. On June 3, 2021, One World sent its final invoice of \$2,447.03, which included a \$330 discount for "client satisfaction". Ms. Lin did not pay the invoice.
17. In a June 7, 2021 email, One World declined to return to do any further work because it considered PC's demands to be too "precise and meticulous". Instead, One World said that its work was complete and invited Ms. Lin to "pay what you think you should pay". Again, none of the above facts are disputed.
18. In general, a contractor like One World is entitled to payment of the agreed contract price once the work is substantially complete. Deficiencies are common in construction work of all kinds. Contractors are generally entitled to a reasonable opportunity to address any deficiencies. If the owner does not give that opportunity,

they are generally not entitled to claim damages for having the deficiencies repaired by another contractor. See *Lind v. Storey*, 2021 BCPC 2, at paragraph 91.

19. One World argues that it was willing to fix the deficiencies, but Ms. Lin gave an unreasonable time limit and tried to micromanage the repairs. I disagree. I find that PC's description of the work he and Ms. Lin wanted fixed was detailed, but not unreasonable. I also find that it was reasonable to require that the work all be done in a day, given the previous admitted delays. I note that One World has not said that the remaining work would take more than 8 hours. Overall, I find that Ms. Lin gave One World a reasonable opportunity to return to fix the deficiencies. I therefore find that Ms. Lin is entitled to deductions from the final invoice amount to pay someone else to fix the deficiencies.
20. One World argues that the discount Ms. Lin should receive should be linked to the amount One World paid for materials and supplies. (Its \$330 discount was half of its labour charge for the cabinet door installation.) I find that One World's costs are irrelevant. When a party breaches a contract, the innocent party is entitled to the amount it would take to put them in the position they would be in if the contract had been performed according to its terms. In this dispute, this means that Ms. Lin is entitled to the amount of money that will fix the deficiencies in One World's work.
21. The next question is what the total amount owing is before any deductions. The parties disagree about this. One World's final invoice without the \$330 discount is \$5,389.13. Again, the original estimate was \$5,180.70. One World says that the increase was due to a calculation error in the estimate. The estimate included a \$74 cost for hinges but broke this cost down as 66 hinges at \$5 each. This was a clear typo. I therefore find that the final invoice before deductions is \$2,798.78. I turn then to the deficiencies.
22. The main deficiency is the hinges. Ms. Lin provided several photos showing that they were poorly installed, which again One World admits. One World also admits that the hinges themselves were not well suited for Ms. Lin's new cabinet doors. Ms. Lin provided a text message exchange with a handyperson who "ballparked" that it

would cost \$500 to reinstall the hinges. I find that this is a reasonable estimate. The hinges themselves also need to be replaced. Ms. Lin claims \$300 for this. I find that this is reasonable because the original hinges cost \$336.

23. Ms. Lin says that there are 2 problems with the spice tray. The first is that one of the boards was sawn through and badly damaged. The other issue is that the face board was installed “inside out”, with the unfinished part facing out and the finished part facing in. There are photos confirming these issues, which again are not denied. Ms. Lin claims a deduction of \$370 based on the original estimate, which allocated this amount to convert a bank of drawers into 2 cabinets with a spice tray. However, I find that this \$370 cost includes more work than just the spice drawer. There is no suggestion that there is anything wrong with the cabinets under the spice drawer. The invoices in evidence show that the replacement cost for the sawn-through part will cost around \$60. It is unclear how much the replacement for the other part will cost. On a judgment basis, I find that \$150 is a reasonable amount to fix the spice tray.
24. Finally, Ms. Lin claims a \$220 deduction to replace the doors under the kitchen sink. In PC’s June 1, 2021 email, he explained that the doors would need to be replaced because the bore holes were in the wrong spot. Ms. Lin provided that a video that I find shows that the hinge was put on the wrong spot. I accept that the doors must be replaced. The invoices in evidence show that the replacement doors will cost around \$150. On a judgment basis, I find that \$220 is a reasonable deduction for the 2 doors.
25. I note that Ms. Lin also complained about nails sticking out. However, she did not claim any deduction for this issue, so I order none.
26. I therefore find that Ms. Lin is entitled to a deduction of \$1,170 plus GST, for a total of \$1,228.50. This leaves \$1,570.28 owing from the \$2,798.78 of the final invoice. I order Ms. Lin to pay this amount.

27. The *Court Order Interest Act* (COIA) applies to the CRT. One World is entitled to pre-judgment interest on the amount owing from June 3, 2021, when it sent the invoice, to the date of this decision. This equals \$11.90.
28. 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. One World was partially successful, so I find it is entitled to reimbursement of half of its \$125 in CRT fees, which is \$62.50. One World did not claim any dispute-related expenses. Ms. Lin did not claim any dispute-related expenses or pay any CRT fees.

ORDERS

29. Within 30 days of the date of this order, I order Ms. Lin to pay One World a total of \$1,644.68, broken down as follows:
- a. \$1,570.28 in debt,
 - b. \$11.90 in pre-judgment interest under the COIA, and
 - c. \$62.50 in CRT fees.
30. One World is entitled to post-judgment interest, as applicable.
31. 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.

Eric Regehr, Tribunal Member