



# Civil Resolution Tribunal

Date Issued: September 23, 2022

File: SC-2022-001016

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Refrigerative Supply Limited v. Eagle Ridge Mechanical Contracting Ltd.*,  
2022 BCCRT 1053

B E T W E E N :

REFRIGERATIVE SUPPLY LIMITED

**APPLICANT**

A N D :

EAGLE RIDGE MECHANICAL CONTRACTING LTD.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Nav Shukla

## INTRODUCTION

1. The applicant, Refrigerative Supply Limited (RSL), says it provided HVAC equipment to the respondent, Eagle Ridge Mechanical Contracting Ltd. (Eagle Ridge), but that Eagle Ridge has failed to pay its \$9,570.40 invoice for the equipment. RSL has

reduced its claim to \$5,000 to bring it within the Civil Resolution Tribunal (CRT) small claims monetary limit.

2. In its Dispute Response, Eagle Ridge does not dispute that it has not paid RSL for the equipment. Rather, it says that it disagrees with “the warranty amounts”. In its written argument, Eagle Ridge does not further explain its allegation about the warranty amounts. Instead, it says that it has ceased operations and there are no funds available to pay RSL’s outstanding invoice.
3. RSL is represented by an authorized employee in this dispute. Eagle Ridge is represented by GM, its owner or principal.

## **JURISDICTION AND PROCEDURE**

4. These are the CRT’s formal written reasons. 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.

## **ISSUE**

8. The issue in this dispute is whether Eagle Ridge must pay RSL \$5,000 for the unpaid invoice.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant, RSL must prove its claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and argument but refer only to what I find relevant to provide context for my decision. Eagle Ridge did not provide any documentary evidence, despite having the opportunity to do so.
10. The undisputed evidence is as follows. On July 14, 2021, RSL gave Eagle Ridge a \$8,866 quote for Daikin HVAC equipment and accessories. On July 21, 2021, Eagle Ridge gave RSL a purchase order for the equipment and accessories based on RSL’s July 14, 2021 quote. The purchase order was for \$8,866 “NIC taxes”, which I infer means not including taxes.
11. RSL says, and Eagle Ridge does not dispute, that Eagle Ridge received the equipment and accessories sometime after July 21, 2021. On September 30, 2021, RSL issued invoice #5801938 for \$9,570.40 to Eagle Ridge. RSL says that it made collection efforts after Eagle Ridge failed to pay the invoice, including a final demand sent on December 23, 2021. RSL’s December 23, 2021 email to Eagle Ridge is in evidence.
12. The same day, GM responded to the email and said “RSL is slotted in the next and final cheque run, sometime in January”. On December 31, 2021, Eagle Ridge sent RSL a letter that said Eagle Ridge had ceased operations, its assets were being

liquidated and it was attempting to collect receivables. In the letter, Eagle Ridge further noted that it had been advised to withhold all further payments until “the final government and secured creditor costs are confirmed”.

13. As noted, Eagle Ridge does not deny that it has not paid RSL but says that it does not have funds available to pay RSL’s invoice. Though Eagle Ridge says in its Dispute Response that it disagrees with the warranty amounts, there is no evidence before me about the alleged warranty.
14. Despite Eagle Ridge’s alleged inability to pay, I find the evidence establishes that Eagle Ridge owes RSL \$9,570.40 for the unpaid invoice. As mentioned, RSL has expressly abandoned its claims over \$5,000. So, I order Eagle Ridge to pay RSL \$5,000 for the unpaid invoice.
15. In its Dispute Notice, RSL says it does not want to claim interest. Given section 2(d) of the *Court Order Interest Act* (COIA) that says there is no pre-judgment interest if the creditor waives it in writing, I make no order for pre-judgment interest.
16. 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. I find RSL is entitled to reimbursement of \$175 in CRT fees. Neither party claimed reimbursement for any dispute-related expenses, so I order none.

## **ORDERS**

17. Within 21 days of the date of this decision, I order Eagle Ridge to pay RSL a total of \$5,175, broken down as follows:
  - a. \$5,000 in debt for the unpaid invoice, and
  - b. \$175 in CRT fees.
18. RSL is entitled to post-judgment interest under the COIA, 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.

---

Nav Shukla, Tribunal Member