



Civil Resolution Tribunal

Date Issued: October 7, 2022

File: SC-2022-000617

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Morris v. Stregger (dba West Copper Electric)*, 2022 BCCRT 1105

B E T W E E N :

HAYLEY JOAN MORRIS and RAE MORRIS

APPLICANTS

A N D :

RYAN STREGGER (Doing Business As WEST COPPER ELECTRIC)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about residential electrical work.
2. The applicants, Hayley Joan Morris and Rae Morris, hired the respondent, Ryan Stregger (Doing Business As West Copper Electric), to complete electrical work in their basement suite. The Morrises say that Mr. Stregger gave them a fixed price

quote for the job, but that after he started work, the parties discovered the quote was incomplete. Mr. Stregger's amended quote increased the price by more than \$3,000. So, the Morrises asked Mr. Stregger to only do the work included in his original quote, and they hired a different electrician to complete the job. The Morrises say they later discovered Mr. Stregger had overcharged them for the work he completed.

3. The Morrises claim \$2,118.92, which includes \$1,219.74 for the cost of the second electrician to complete the job, \$505.20 for electrical wire they say was not used, and \$393.98 for other overcharges.
4. Mr. Stregger says that he fully completed the work as set out in his original quote, which he says the Morrises accepted. Mr. Stregger denies that he owes the Morrises anything.
5. The parties are each self-represented.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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.
9. 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

10. The issues in this dispute are:
 - a. Whether the Morrises are entitled to a \$393.98 refund for overcharges,
 - b. Whether the Morrises are entitled to a \$505.20 refund for unused wire, and
 - c. Whether the Morrises are entitled to reimbursement of their \$1,219.74 cost to complete their basement electrical work.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicants, the Morrises must prove their claims on a balance of probabilities (meaning “more likely than not”). I have read all of the parties’ evidence and submissions, but I refer only to what I find is necessary to explain my decision.
12. The background facts are undisputed. The Morrises had a general contractor, BC, that was initially assisting them with finishing a basement suite in their residence. BC hired an electrical contractor, MC, for the electrical work. After MC completed the rough-in stage, for reasons that are unexplained, MC was unable to complete the job. BC then asked Mr. Stregger to complete the electrical work. BC and MC are not parties to this CRT dispute.

13. Mr. Stregger did a walk-through of the basement with Mr. Morris. He then provided BC with a February 22, 2021 quote totalling \$3,008.66. I infer that BC accepted the quote. The scope of work set out in Mr. Stregger's quote included: terminating the sub panel feeder to the home panel, installing and finishing plugs and switches, installing smoke detectors, and installing baseboard heaters and thermostats in the living room, 2 bedrooms, and a bathroom. It also included a detailed list of materials and labour charges for each of these specific tasks. I find that this quote was a fixed price contract for the scope of work set out on the quote.
14. The electrical work was to start once drywalling was complete. Before Mr. Stregger started work on the basement, BC and the Morrisises decided that the Morrisises would deal directly with the subcontractors. The evidence shows that Mr. Stregger emailed the Morrisises his February quote and a "Contract Information" sheet on May 11, 2021. Among other things, the information sheet advised clients to carefully review the scope of work to ensure it covered everything required for the project, and that any missed or additional work would need an approved change-order.
15. It is undisputed that the Morrisises paid 80% of Mr. Stregger's quote in advance (\$2,406.94), though the date of that payment is not before me.
16. On October 21, 2021, Mr. Stregger's employee, S, started the electrical work on the Morrisises' basement. It is undisputed that S soon discovered the scope of work set out on Mr. Stregger's February quote was incomplete, as it did not include installation of most required breakers or any lighting installation. So, Mr. Stregger prepared an amended quote, which totalled \$6,188.25, not accounting for the advance payment. In other words, Mr. Stregger's quote increased by \$3,179.59 for the work not included in the original quote. When Mr. Stregger emailed the new quote to the Morrisises, he stated he was unsure why the original quote did not include breakers or lights, as the quote was "so long ago".
17. The Morrisises were dissatisfied with the amended quote, so they asked Mr. Stregger to complete only the work contained in his original quote. S returned to finish the work, but the Morrisises say Mr. Stregger failed to provide one of the baseboard heaters, a

dryer receptacle, a 20-amp kitchen receptacle, and a dimmer switch, all of which were undisputedly included in the original quote. The Morrises say that S told them he would let Mr. Stregger know about the missing items and get back to them, but they say they heard nothing. Mr. Stregger does not specifically dispute that all these items were missing.

18. The Morrises say that Mr. Stregger then gave them a November 5, 2021 invoice totalling \$631.82 for the full balance of the original quote. This invoice is not before me. The Morrises say they had difficulty communicating with Mr. Stregger about the missing items. Once the Morrises finally discussed the missing items with Mr. Stregger on January 24, 2022, they say he provided a revised invoice for \$393.98. Mr. Stregger does not dispute any of this.
19. The Morrises say that even though they did not agree with the revised \$393.98 invoice, they paid it to avoid any chance of Mr. Stregger placing a lien on their property. The evidence shows the Morrises also paid another electrician, Greg Timmermans, \$1,219.74 to complete the remaining electrical work to finish their basement.
20. As noted, the Morrises seek a refund of the \$393.98 outstanding balance they paid Mr. Stregger, as they argue the charges on his original quote were inflated and that he failed to refund all the missing materials. They also seek a specific refund of a \$505.20 charge for wire they say he did not provide. Finally, they say Mr. Stregger is responsible for Mr. Timmerman's \$1,219.74 invoice because they say they accepted Mr. Stregger's original quote on the understanding that it included all necessary work to complete their basement electrical work.

Overcharges

21. As I have found Mr. Stregger's original quote was a fixed price contract for the scope of work set out on the quote, I find the Morrises would be entitled to a discount for any included materials or labour not provided. As noted, Mr. Stregger gave the Morrises some discount when he reduced the outstanding balance of his original

quote by over \$200. The question is whether the Morrises were entitled to a higher discount.

22. The difficulty is that the Morrises did not provide a copy of Mr. Stregger's revised invoice or a sufficiently detailed description of the materials and labour that were not provided. The parties' text messages show Mr. Stregger refunded at least a baseboard and a thermostat, but it appears those items amount to well under \$200 on his quote. So, on balance, I find he also refunded other items.
23. However, on the evidence before me, I cannot determine what other items Mr. Stregger refunded from his original quote or whether the items he undisputedly did not provide amounted to more than the discount already applied. Therefore, I find the Morrises have not proven they paid for any items that were not ultimately installed.
24. Further, the only evidence the Morrises provided about Mr. Stregger's alleged inflated pricing was a January 25, 2022 letter from Mr. Timmermans, who stated that Mr. Stregger's original quote "seemed a bit high". I find that statement is simply insufficient to prove that Mr. Stregger overcharged for his electrical work. Overall, I find the Morrises have not established they are entitled to any refund for the alleged overcharges.

Unused wire

25. The Morrises say that Mr. Stregger's original quote included a \$505.20 charge for 55 meters of wire, which they say was provided by MC during the initial rough-in stage. In other words, the Morrises allege that Mr. Stregger charged them for material that he did not provide.
26. Mr. Stregger did not specifically respond to this allegation. Normally, I would consider making an adverse inference against Mr. Stregger for his silence on this issue. However, on review of Mr. Stregger's initial quote, I find he did not charge the Morrises for 55 meters of wire. Rather, the quote reflects a labour charge of \$9.19 per meter of wire, not a materials charge. The material cost for this line item is shown as \$0.00. In reading Mr. Stregger's original quote together with his amended quote, I

find the labour charge referred to wire termination work related to installing circuit breakers for the baseboard heaters. These circuit breakers were included items in Mr. Stregger's original quote.

27. Based on his quotes, I find Mr. Stregger charged the Morrises for wiring work, not the wire itself. I find the Morrises have not established that Mr. Stregger failed to do the quoted wire work. Therefore, I dismiss their claim about unused wire.

Cost to complete the electrical work

28. The Morrises say that they believed Mr. Stregger's original quote included everything required to complete their basement electrical work, and they did not realize lights and breakers were missing from the scope of work. Essentially, they are arguing that due to their mistake, Mr. Stregger's original quote should be treated as a fixed price contract to finish all the electrical work. For the following reasons, I disagree.
29. First, the evidence shows the Morrises acknowledged receipt of Mr. Stregger's contract information sheet, which stated his quote was based only on the stated scope of work. The scope of work and itemized list of materials and labour in Mr. Stregger's original quote clearly and undisputedly did not include installation of many required breakers or lighting. I find that had the Morrises reviewed the quote, it would have been obvious that it did not include any lighting, which should have alerted them that the quote was likely incomplete. I find the Morrises bear responsibility for their own failure to review the quote for completeness.
30. Further, I find the Morrises cannot rely on "the law of mistake" to hold Mr. Stregger responsible for their additional costs to complete the electrical work. As discussed in *Hannigan v. Hannigan*, 2007 BCCA 365, citing *Ron Ghitter Property Consultants Ltd. v. Beaver Lumber Co.*, 2003 ABCA 221, there are 3 types of mistake in contract law: common, mutual, and unilateral. Common mistake is where the parties make the same mistake. Mutual mistake occurs when both parties are mistaken, but their mistakes are different. In a mutual mistake, the parties misunderstand each other and are "not on the same page". Unilateral mistake is where only one of the parties is

operating under a mistake. In other words, if the other party is not aware of the one party's erroneous belief, then the case is mutual mistake. If the other party knows of it, it is a unilateral mistake.

31. Under the law of mistake, a mistaken party is generally entitled to relief only when the other party knew or should have known about the mistake, remained silent, and "snapped" at the offer: see *256593 BC Ltd. v. 456795 BC Ltd. et al*, 1999 BCCA 137, citing *McMaster University v. Wilchar Construction Ltd.*, 1971 CanLII 594 (ONSC).
32. Here, I find there is no evidence Mr. Stregger was aware that his quote was missing several items, in some attempt to convince the Morrises to accept his quote. Rather, I find the parties were under a common mistake that Mr. Stregger's original quote included all required electrical work to finish the basement.
33. With common mistake, the agreement is acknowledged and what remains to be determined is whether the mistake was so fundamental as to render the agreement void or unenforceable on some basis. Whether or not the mistake goes to the root of the contract is often important. A "fundamental" mistake is one that involves a fact which, "constitutes the underlying assumption on which the entire contract was based": see *Munro v. Munro Estate* (1995), 1995 CanLii 1393 (BCCA), as cited in *Berthin v. Berthin*, 2015 BCSC 78.
34. I accept that the parties' common mistake was likely fundamental to the contract. However, the time for the Morrises to declare the contract unenforceable and have it set aside was when they discovered the mistake. Then, they could have pursued quotes from other electricians to complete the entire job. Instead, the Morrises confirmed the parties' contract for Mr. Stregger to complete the work according to the terms of his original quote. I find they cannot now seek to have the additional breaker and light installation work included in the original quote.
35. Overall, I find Mr. Stregger quoted for a specific scope of work at a certain price, and the Morrises agreed to the quote. I find there is no basis to hold Mr. Stregger

responsible for the Morrises' cost to complete the work that was not included in his original quote. I dismiss the Morrises' claims.

36. 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. As the Morrises were unsuccessful, I dismiss their claim for CRT fees. Mr. Stregger did not pay any fees, and no party claimed any dispute-related expenses.

ORDER

37. I dismiss the Morrises' claims, and this dispute.

Kristin Gardner, Tribunal Member