



Civil Resolution Tribunal

Date Issued: December 1, 2022

File: SC-2022-002391

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Liang v. Wong*, 2022 BCCRT 1293

BETWEEN:

JIN BO LIANG

APPLICANT

AND:

BEN, MIN BINH WONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about payment for home renovations. The respondent, Ben, Min Binh Wong, hired the applicant, Jin Bo Liang, to perform various home renovations. Mr. Liang says Mr. Wong did not pay the entire agreed price for the renovations. Mr. Liang claims \$3,715 for the outstanding balance. Mr. Wong says Mr. Liang did not complete several agreed tasks correctly or at all, so he says he owes nothing further.

2. Mr. Liang is self-represented in this dispute. Mr. Wong is represented by a friend, who is not a lawyer.

JURISDICTION AND PROCEDURE

3. These are the formal 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.
4. 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.
5. 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.
6. 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

7. The issue in this dispute is whether Mr. Liang completed the agreed renovation work adequately, and if so, whether Mr. Wong owes him a further \$3,715 for it.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, as the applicant Mr. Liang must prove his claim on a balance of probabilities, meaning “more likely than not.” I have read the parties’ submissions and evidence but refer only to the evidence and arguments I find relevant to provide context for my decision.
9. The parties undisputedly agreed Mr. Liang would perform several different renovations to Mr. Wong’s home. Mr. Liang says he quoted Mr. Wong a fixed price of \$9,715 for all the work including materials and equipment rentals, and that Mr. Wong paid him a total of \$6,000.
10. Mr. Wong does not directly dispute that he agreed to a fixed price of \$9,715 or that he paid \$6,000. Further, Mr. Wong does not deny giving Mr. Liang a note agreeing to the \$9,715 price. The note in evidence reads “9715” at the bottom, although I am unable to understand the accompanying text, which is not written in English. However, Mr. Wong does not deny that the note confirms a \$9,715 fixed price. For the above reasons, I find the parties agreed to a \$9,715 fixed price for the renovations. I also find that Mr. Wong paid Mr. Liang \$6,000, and \$3,715 of the agreed price remains unpaid.
11. Undisputed English-language translations of quotations and cost breakdowns in evidence show that the agreed work included painting, installing many ceiling lights, removing walls, expanding openings, replacing cabinets, moving a laundry unit and installing a large fish tank in its place, installing crown moulding and baseboards, and repainting and renewing a bathtub. This is the only documentation in evidence showing what work the parties agreed to.
12. Mr. Liang provided receipts showing a paint sprayer rental, and purchases of ceiling lights, paint, and other materials. Mr. Liang says he performed all the agreed work, as shown in the quotations and breakdowns. Mr. Wong disagrees and says some of the work was not completed and was deficient. I find Mr. Wong essentially says that

he is entitled to a \$3,715 set-off for the value of the allegedly incomplete and deficient work.

13. I find it was an implied term of the parties' agreement that Mr. Liang's work would be of reasonable quality (see *Belfor (Canada) Inc. v. Drescher*, 2021 BCSC 2403 at paragraph 18). As the party alleging deficient work, Mr. Wong bears the burden of proving that Mr. Liang failed to perform the work in a reasonably professional manner (see *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61).
14. Expert evidence is normally required to assess the quality of a professional's work (see *Bergen v. Guliker*, 2015 BCCA 283 at paragraph 124). However, expert evidence is not required if a deficiency is non-technical and within an ordinary person's knowledge and experience, or if the work is obviously substandard (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112).
15. I will now discuss the renovations' alleged shortcomings. Mr. Wong says that Mr. Liang's painting was not correct and that it did not cover the old paint. Mr. Wong also says that an unidentified painting contractor asked to apply an additional coat of paint, but Mr. Liang refused. However, I find there is no supporting evidence before me showing that a painting contractor asked to apply further paint or that Mr. Liang refused, such as a statement from that contractor.
16. Mr. Wong submitted close-up photos of painted surfaces. I find some of the paint appeared uneven or slightly chipped, although it is difficult to determine much else given the photos' poor focus and narrow field of view. Mr. Wong does not explain what the photos show, including what the surfaces were, or whether the photos were taken close in time to Mr. Liang's painting work. I find nothing before me indicates the cause of the slight chips or the uneven paint, and whether those were present in Mr. Liang's final work. So, I find the submitted photos alone do not show that Mr. Liang's painting work was obviously deficient. Other than those close-up photos of painted surfaces and a copy of the project quotations, Mr. Wong submitted no other evidence.

17. Given my finding that the evidence does not show obvious problems with Mr. Liang's final painting work, I find expert evidence is required to prove the alleged painting deficiencies. The parties undisputedly submitted no expert evidence.
18. So, I find that Mr. Wong has not met his burden of proving with sufficient evidence that Mr. Liang's paint work was deficient. I also find that Mr. Wong has not proven his allegation that he had to hire another painter to repaint all his doors, frames, and walls. Further, there are no receipts, bank statements, or other documentary evidence before me supporting Mr. Wong's assertion that he paid another painter \$2,500 for repainting work.
19. Mr. Wong also says that Mr. Liang did not install 24 "sockets." I infer from the evidence and submissions that Mr. Wong means light sockets, which are likely the ceiling lights Mr. Liang agreed to install. As noted, Mr. Liang submitted receipts showing he purchased several ceiling lights. Mr. Wong says he needed to hire someone else to install the lights at a cost of \$5 each, but I find there is no supporting evidence showing that he did so, such as an invoice or statement from that other person. I find there is no evidence before me showing that Mr. Liang failed to install any of the ceiling lights as agreed.
20. Next, Mr. Wong says Mr. Liang did no cleanup work and removed no construction waste. Mr. Liang says the parties agreed that Mr. Wong would do cleanup and waste removal work himself, to save money. I find nothing before me shows that the parties agreed Mr. Liang would do any cleanup or waste removal work.
21. Mr. Wong also says that Mr. Liang provided him with no receipts for materials or rentals "for verification." I find the evidence does not show that Mr. Liang agreed to provide any receipts to Mr. Wong. Further, I find Mr. Wong does not adequately explain why he needed to see project-related receipts, given that the agreement was for a fixed price.
22. Next, Mr. Wong also says that Mr. Liang charged him extra for the bathtub renovation work. I find the evidence does not show that Mr. Liang charged Mr. Wong more than

the agreed \$9,715 for all the renovations, including the bathtub. Mr. Wong does not adequately explain how Mr. Liang charged him more than agreed for the bathtub work, given that the evidence does not show a change to the overall project price.

23. Finally, Mr. Wong says that the parties' agreement included renovating a toilet seat and hand-wash basins. I find the quotations in evidence mention changing a toilet, but do not mention hand-wash basins. I find nothing turns on this, because even if the parties had agreed Mr. Liang would renovate a toilet and basins, I find there is no evidence before me showing that Mr. Liang failed to do so.
24. Overall, I find the evidence and submissions before me do not show that Mr. Liang failed to complete any of the work the parties agreed on, or that any of his work was deficient. So, I find Mr. Wong was not entitled to withhold any amount from the agreed \$9,715 fixed price as a set-off for incompletions or deficiencies. I allow Mr. Liang's claim for the unpaid balance of \$3,715.

CRT Fees, Expenses, and Interest

25. The *Court Order Interest Act* (COIA) applies to the CRT. I find that under the COIA, Mr. Liang is entitled to pre-judgment interest on the \$3,715 owing. I find this interest is reasonably calculated from July 25, 2021, the date Mr. Liang completed the renovation work, until the date of this decision. This equals \$42.26.
26. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Here, I see no reason not to follow that general rule. Mr. Liang was successful in his claim, so I find he is entitled to reimbursement of the \$200 he paid in CRT fees. Neither party claimed CRT dispute-related expenses.

ORDERS

27. I order that, within 30 days of the date of this decision, Mr. Wong pay Mr. Liang a total of \$3,957.26, broken down as follows:

- a. \$3,715 in debt,
- b. \$42.26 in pre-judgment interest under the COIA, and
- c. \$200 in CRT fees.

28. Mr. Liang is also entitled to post-judgment interest under the COIA, as applicable.

29. 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.

Chad McCarthy, Tribunal Member