



Civil Resolution Tribunal

Date Issued: December 6, 2022

File: SC-2022-001650

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *1219328 B.C. Ltd. v. Luong*, 2022 BCCRT 1309

BETWEEN:

1219328 B.C. LTD.

APPLICANT

AND:

WILSON LUONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about payment for electrical and drywall work. The applicant, 1219328 B.C. Ltd. (121), says it provided services to the respondent, Wilson Luong. 121 does

business as EMF Electric. 121 says Mr. Luong was happy with the job done but Mr. Luong cancelled the e-transfer he had sent as payment. 121 claims \$262.50 for the job.

2. Mr. Luong says he requested a “formal work contract” to be completed and signed by both parties outlining the exact work to be done and warranties. Mr. Luong says 121 never provided this and so he cancelled the e-transfer because he “did not know that proper taxation would be completed”.
3. 121 is represented by its owner, Mohammad Amirinikou. Mr. Luong is self-represented.

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). CRTA section 2 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT’s mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.
6. CRTA section 42 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 Mr. Luong owes 121 \$262.50 for electrical and drywall repair services.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant 121 must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision. I note Mr. Luong chose not to submit any documentary evidence despite having the opportunity to do so.
10. The parties agree “the job” involved moving an electrical outlet higher on the wall. They agree on nothing else.
11. Mr. Luong’s central defence is that he says he asked for a “formal work contract” to be completed and signed by both parties. 121 denies Mr. Luong ever asked for a “work contract”. There is no supporting evidence that Mr. Luong did so, such as an email or text message nor did Mr. Luong provide any details about when he requested it. In any event, a formal work contract is not required for an agreement to be enforceable.
12. Next, 121 says Mr. Luong agreed to 121’s \$262.50 quote, which includes tax, to rewire and move the outlet and repair the drywall that had to be cut to do the electrical work. I find that description consistent with 121’s October 22, 2021 invoice to Mr. Luong and consistent with Mr. Luong’s agreement that the job was to move an outlet. As noted, the \$262.50 is what 121 claims in this dispute. I find \$262.50 was the agreed price for the job.

13. Further, Mr. Luong alleges “during the quote visit” 121’s worker was unprofessional and so Mr. Luong “decided to not move forward”. I do not accept this unsupported assertion, primarily because shortly after 121’s attendance Mr. Luong undisputedly e-transferred to 121 the claimed payment but then almost immediately cancelled it. This is shown on a bank record in evidence submitted by 121. I find if 121 had not done any work at all, Mr. Luong would not have sent any payment in the first place. Further, Mr. Luong submits that he cancelled the transfer because he did not “know that proper taxation would be completed.” While this submission is not entirely clear, I find 121’s tax collection and remittance are not relevant to Mr. Luong’s obligation to pay, and in any event 121’s invoice properly addresses the applicable tax. I find 121 completed the job on October 21, 2021 as described in 121’s October 22, 2021 invoice.
14. Finally, 121 says it completed the job to a reasonable industry standard. It is unclear whether Mr. Luong disagrees and he made no submissions about the quality of 121’s work. Mr. Luong provided no explanation of anything that was done incorrectly and no supporting evidence that it was deficient. To the extent Mr. Luong alleges defective work, Mr. Luong has the burden to prove it (see *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61). Given the absence of any explanation or evidence, I find it unproven 121’s work was defective.
15. Given my conclusions above, I find Mr. Luong must pay 121 the claimed \$262.50.
16. The *Court Order Interest Act* (COIA) applies to the CRT. In submissions, 121 says its invoice is also a contract and that it states there is 2% daily interest. I do not allow any contractual interest. First, because 121 only claimed non-contractual (COIA) interest in the Dispute Notice. Second, because I find a party cannot unilaterally impose interest in an invoice and there is no evidence Mr. Luong agreed to contractual interest before the work was done (see *N.B.C. Mechanical Inc. v. A.H. Lundberg Equipment Ltd.*, 1999 BCCA 775). Third, where an interest rate is specified that is less than an annual rate, the federal *Interest Act* requires that an annual equivalent rate be specified or else the contractual interest is limited to a maximum

of 5% annually. Here, there was no annual equivalent. However, as noted, I find there was no contractual agreement about interest and 121 did not claim it in the Dispute Notice.

17. So, in the absence of an agreement about interest, I find 121 is entitled to pre-judgment interest under the COIA. Calculated from the October 22, 2021 invoice date to the date of this decision, this interest equals \$2.76.
18. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As 121 was successful I allow its claim for reimbursement of \$125 in CRT fees. 121 does not claim any dispute-related expenses.

ORDERS

19. Within 21 days of this decision, I order Mr. Luong to pay 121 a total of \$390.26, broken down as follows:
 - a. \$262.50 in debt,
 - b. \$2.76 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
20. 121 is entitled to post-judgment interest, as applicable.
21. 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.

Shelley Lopez, Vice Chair