



Civil Resolution Tribunal

Date Issued: January 30, 2023

File: SC-2021-008160

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Clearly Plumbing and Drainage Ltd. v. 6505589 Canada Inc. dba Winmar Vancouver, 2023 BCCRT 80*

BETWEEN:

CLEARLY PLUMBING AND DRAINAGE LTD.

APPLICANT

AND:

6505589 CANADA INC. doing business as WINMAR VANCOUVER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about unpaid invoices. The respondent, 6505589 Canada Inc. dba Winmar Vancouver (Winmar), hired the applicant, Clearly Plumbing and Drainage Ltd. (Clearly Plumbing), to perform plumbing services.

2. In this dispute, Clearly Plumbing initially sought payment of \$2,966.25 for 6 unpaid invoices, which Winmar agreed to pay, saying it was not aware of the outstanding amounts until this dispute was started. It is undisputed the invoices have since been paid. Now, Clearly Plumbing only seeks payment of interest on the invoices, totaling \$544.16. Winmar says the parties had no agreement on interest and so Clearly Plumbing is not entitled to any further payment.
3. Clearly Plumbing is represented by an authorized employee. Winmar is represented by Dusteen Kang, legal counsel.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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 that 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 Winmar must pay Clearly Plumbing \$544.16 in interest.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Clearly Plumbing must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. The parties provided very little evidence and submissions in this dispute. The only evidence Clearly Plumbing submitted is its own invoice for \$544.16 for 4% interest on 7 invoices from 2021. Clearly Plumbing did not submit any copies of the underlying invoices, or any evidence of any agreement about interest between the parties.
11. As noted, Winmar says all invoices for work done have been paid in full. It further says the parties had no agreement about interest, so it is not responsible for any further payment to Clearly Plumbing.
12. I find Clearly Plumbing has not proven it is entitled to the claimed interest. Although it seeks 4% interest on the various invoices, there is no indication Winmar ever agreed to pay this, or any, amount for interest. Clearly Plumbing cannot unilaterally impose interest without prior agreement of the parties. Additionally, because there is no judgment for invoice payment, Clearly Plumbing is not entitled to pre-judgment interest on the invoices’ amounts under the *Court Order Interest Act*. So, I dismiss Clearly Plumbing’s claim as unproven.

13. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Winmar was successful but did not pay any tribunal fees. As Clearly Plumbing was unsuccessful, I dismiss its claim for reimbursement of tribunal fees. Neither party claimed dispute-related expenses.

ORDER

14. Clearly Plumbing's claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair