



Civil Resolution Tribunal

Date Issued: June 29, 2023

File: SC-2022-007278

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Goodfellas Plumbing And Heating Ltd. v. CWorth Developments Ltd.*,
2023 BCCRT 550

B E T W E E N :

GOODFELLAS PLUMBING AND HEATING LTD.

APPLICANT

A N D :

CWORTH DEVELOPMENTS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an unpaid invoice for plumbing work. The applicant, Goodfellas Plumbing And Heating Ltd. (Goodfellas), says the respondent, CWorth Developments Ltd. (CWorth), failed to pay the invoice without justification. Goodfellas seeks an order for payment of \$1,266.68.

2. CWorth disagrees. It says the parties agreed that Goodfellas would be paid on a time plus materials basis, and Goodfellas was obligated to provide evidence to support its invoice. It says that \$738.06 plus tax is justifiable. CWorth admits it has not yet paid any amount to Goodfellas, presumably because it is awaiting resolution of this dispute.
3. Joshua Gdela represents Goodfellas. Collin Fritz represents CWorth. They are the parties' respective owners.
4. For the reasons that follow, I find Goodfellas has proven its claim.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.

8. 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

9. The issue in this dispute is whether CWorth must pay Goodfellas \$1,266.68 for work done.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Goodfellas as the applicant must prove its claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. CWorth provided no evidence though it was given the opportunity to do so.
11. A May 9, 2022 invoice shows that CWorth hired Goodfellas for plumbing work. The invoice says this work included a service call to install kitchen and bathroom faucets, sinks, and drainpipes under the sinks. The parties only documented their agreement in the invoice.
12. There is no evidence to show that the parties agreed to any specific terms about the hourly rate or any markups for the items used. The invoice mentioned an hourly rate of \$55 but used a different, higher rate for the first hour. It also contained a list of items but charged a single amount for all of them.
13. While I find the parties did not agree on the price in advance, I find the parties still had a binding agreement. The emails show that the parties did not expect Goodfellas to do work without compensation. I find it was an implied term Goodfellas would charge a reasonable amount. This is known in law as *quantum meruit*, meaning value for work done. See, for example, *Hodder Construction (1993) Ltd. v. Topolnisky*, 2021 BCSC 666.

14. As noted above, CWorth says that it was an implied term of the parties' contract that Goodfellas would also provide documents to support its price. However, I find the evidence does not support such a conclusion. For example, there is no indication that the documentary requirement could be implied based on past dealings or what is commercially reasonable. CWorth provided no evidence from which I could make that conclusion.
15. The invoice also did not show the cost of each particular item. I find this consistent with my conclusion that Goodfellas would charge a reasonable price rather than an exact markup on each item, and for each item to be supported by documentation on request.
16. In the following September 2022 emails, the parties disagreed on whether Goodfellas had to provide further documents to substantiate its price. CWorth requested these documents and suggested that \$738.06 was acceptable in the absence of such proof. Goodfellas replied that these emails were "insulting and delusional". It said it could not obtain all the requested receipts, nor did it wish to share the pricing it received from wholesalers.

Must CWorth must pay Goodfellas \$1,266.68 for work done?

17. CWorth does not say that Goodfellas' work was deficient. Consistent with this, CWorth's September 2022 emails show it only objected to payment because of lack of documentation about the price. So, I find Goodfella's work was of reasonable quality or better, and fulfilled the terms of the parties' contract.
18. I have found that Goodfellas was only obligated to charge a reasonable price. I find that the starting point is Goodfellas' invoice. CWorth did not provide any evidence to show the invoice is unreasonable. For example, it did not provide any other quotes or expert evidence about pricing standards in the profession. Given the absence of such evidence, I order CWorth to pay Goodfellas \$1,266.68.

19. The *Court Order Interest Act* applies to the CRT. Goodfellas is entitled to pre-judgment interest on the debt of \$1,266.68 from May 9, 2022, the date of the invoice, to the date of this decision. This equals \$39.48.
20. 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 Goodfellas is entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

21. Within 30 days of the date of this order, I order CWorth to pay Goodfellas a total of \$1,431.16, broken down as follows:
 - a. \$1,266.68 in debt,
 - b. \$39.48 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
22. Goodfellas is entitled to post-judgment interest, as applicable.
23. 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.

David Jiang, Tribunal Member