



# Civil Resolution Tribunal

Date Issued: December 12, 2023

File: SC-2023-001009

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Bircic (dba Eco Climate Mechanical)*, 2023 BCCRT 1093

B E T W E E N :

VINCENT SINGH

**APPLICANT**

A N D :

DARKO BIRCIC (Doing Business As ECO CLIMATE MECHANICAL)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Sarah Orr

## INTRODUCTION

1. This is a dispute about a boiler installation. Vincent Singh says he hired Darko Bircic (doing business as Eco Climate Mechanical) to install a boiler in a customer's home. Mr. Singh says Mr. Bircic's work was deficient and incomplete. He claims \$3,715 for the cost of repairing Mr. Bircic's allegedly deficient and incomplete work.

2. Mr. Bircic says Mr. Singh hired him to assist Mr. Singh's plumbers with a boiler installation, but Mr. Singh prevented him from completing the work. He says the work he was able to complete was done to a professional standard. He says he does not owe Mr. Singh anything.
3. Mr. Singh is self-represented and Mr. Bircic is represented by an employee.

## **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.
5. 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.
6. 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.
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.
8. Although neither of the parties raised it, the evidence indicates that it may have been Mr. Singh's company, Clearly Plumbing and Drainage Ltd., rather than Mr. Singh himself, that hired Mr. Bircic. The evidence also indicates that it may have been Mr. Bircic's company, Eco Climate Mechanical Ltd., that was hired to do the work, rather

than Mr. Bircic himself. However, given my findings below, I find nothing turns on this issue. In the interests of efficiency and proportionality I did not seek submissions from the parties on this issue, as I find submissions would not affect the outcome.

## **ISSUE**

9. The issue in this dispute is whether Mr. Singh is entitled to \$3,715 for the cost of repairing Mr. Bircic's allegedly incomplete and deficient work.

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil proceeding, Mr. Singh must prove his claims on a balance of probabilities, which means more likely than not. Mr. Singh was given an opportunity to provide reply submissions but declined to do so. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision. For the following reasons, I dismiss Mr. Singh's claims.
11. Mr. Singh says that in May 2022 he hired Mr. Bircic to install a boiler in his customer's home. He says Mr. Bircic completed the work incorrectly, which caused the boiler to shut down, so the customer had no heat. Mr. Singh says Mr. Bircic refused to return to the customer's home to rewire the boiler, so he had to pay another company to do the work.
12. Mr. Bircic says Mr. Singh hired him to help Mr. Singh's plumbers install a water boiler. Mr. Bircic says that after installing the boiler it would not start up, and he determined that the original wiring and piping were not compatible with the new boiler. He says he was able to set up a temporary repair to allow the customer to use the boiler until it could be re-piped and rewired. He says he told Mr. Singh he would return to rewire the boiler after Mr. Singh's plumber re-piped it. Mr. Bircic says he arranged with Mr. Singh to return to the customer's home on June 7, 2022, to complete the rewiring. He says when he arrived at the customer's home on June 7, 2022, no one was there to let him in, and Mr. Singh told him to leave. He says that when he spoke with Mr. Singh

about rescheduling, Mr. Singh repeatedly told him not to worry about it and that he would take care of it.

13. Mr. Bircic says Mr. Singh called him on September 15, 2022, telling him that the customer had no hot water, and instructing Mr. Bircic to return to the customer's home to "deal with it". Mr. Bircic responded in an email that there was no warranty for his work because he had assisted Mr. Singh's plumbers, rather than doing the work independently, and because Mr. Singh had prevented him from completing the work on June 7, 2022. Mr. Bircic said that because there was no warranty, and because more than 3 months had passed since his work, he was not responsible for any issues the customer may have been having at that time. Mr. Singh does not specifically dispute any of this. I find the evidence is consistent with Mr. Bircic's version of events, and so I accept that is what happened.
14. Having accepted Mr. Bircic's version of events, I find Mr. Singh prevented Mr. Bircic from completing the rewiring work within a reasonable time. In the circumstances, I find Mr. Bircic was not required to complete the work more than 3 months after Mr. Singh prevented him from completing it. Mr. Bircic says, and I find the evidence shows, that he discounted his invoice to Mr. Singh for the initial work by \$829.50 to reflect that he did not complete the work. So, I find Mr. Singh only paid Mr. Bircic for the work he completed.
15. Mr. Singh says Mr. Bircic's work was deficient, but he does not say what Mr. Bircic did incorrectly, or how his work fell below the industry standard. He submitted photos that he says show Mr. Bircic's deficient work, but he did not submit any expert evidence. I find it is not obvious from the photos that Mr. Bircic's work was deficient in any way. Without more, I find Mr. Singh has failed to prove that any of Mr. Bircic's work was deficient. I dismiss this claim.
16. 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. Since Mrs. Singh was unsuccessful, I find he is not entitled to reimbursement of the

\$175 he paid in CRT fees. Mr. Bircic did not pay any CRT fees, and neither of the parties claimed any dispute-related expenses.

## **ORDER**

17. I dismiss Mr. Singh's claims and this dispute.

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Sarah Orr, Tribunal Member