



# Civil Resolution Tribunal

Date Issued: December 14, 2023

Files: SC-2023-000455  
and SC-CC-2023-009288

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rai v. Sprint Electrical Services Ltd.*, 2023 BCCRT 1101

B E T W E E N :

PAUL RAI

**APPLICANT**

A N D :

SPRINT ELECTRICAL SERVICES LTD.

**RESPONDENT**

A N D :

PAUL RAI

**RESPONDENT BY COUNTERCLAIM**

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**REASONS FOR DECISION**

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Tribunal Member:

David Jiang

## **INTRODUCTION**

1. These 2 disputes are about a house's electrical work. I find these 2 linked disputes are a claim and counterclaim. So, I have considered the evidence and submissions in both disputes and issued 1 decision.
2. In dispute number SC-2023-000455, the applicant Paul Rai claims against the respondent, Sprint Electrical Services Ltd. (Sprint). Mr. Rai says Sprint left work incomplete or deficient. He claims \$4,397.50 as compensation. In his submissions Mr. Rai instead claims \$4,297.50 and provides a breakdown that I discuss below.
3. Sprint denies liability. It says that it completed the work. It also says that it scheduled a service call, but Mr. Rai started this claim before the appointed date. Sprint also says that Mr. Rai wrongly cancelled his credit card payment for a camera system. I infer it claims a setoff for this payment, but it did not say how much. Sprint also denies any contractual relationship with Mr. Rai.
4. In dispute number SC-CC-2023-009288, Sprint counterclaims against Mr. Rai. Sprint says that it discovered additional charges Mr. Rai is liable for. It counterclaims \$5,000 for labour and materials.
5. Mr. Rai denies liability. He says the counterclaim has no basis in fact. He alleges that Sprint started it to deter him from continuing his original claim.
6. Mr. Rai represents himself. An employee or principal represents Sprint.
7. For the reasons that follow, I dismiss the parties' claims and counterclaims.

## **JURISDICTION AND PROCEDURE**

8. 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.

9. 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.
10. 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.
11. 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.

### ***Claims Not in the Dispute Notice***

12. In submissions Mr. Rai provided a breakdown of his claim amount. Mr. Rai claims 1) reimbursement of \$3,097.50 for being overcharged for materials, 2) reimbursement of \$800 for inappropriate labour charges in connection with tub wiring, and 3) \$400 for work deficiencies. His claims total \$4,297.50, which he acknowledges is slightly less than the amount in the Dispute Notice.
13. Mr. Rai did not mention allegations that Sprint overcharged him for materials or labour in the Dispute Notice. Mr. Rai's claim of \$4,397.50 was only for "work still not completed as promised".
14. Previous CRT decisions have held that deciding issues not included in the Dispute Notice may be a breach of procedural fairness. This is because the Dispute Notice defines and provides notice of the issues. See, for example, my non-binding decision of *Armstrong v. The Owners, Strata Plan NW 3008*, 2021 BCCRT 1255. I find this reasoning applicable here to the allegations about overcharges for materials and labour.

15. Alternatively, if I am wrong and I should decide these issues, I find the evidence indicates that Mr. Rai lacks standing to make a claim against Sprint for overcharging labour and materials. Standing means legal authority to make a claim.
16. As discussed below, the evidence shows Sprint contracted with and invoiced the head contractor, R&B Global Home Builders Ltd. (R&B) and not Mr. Rai. While I find that Mr. Rai paid R&B so it could pay Sprint, that does not, by itself, make him a party to any contract between R&B and Sprint. I note that Mr. Rai says he paid Sprint's invoices directly, but I find this unsupported by the evidence. So, I find that even if I could fairly consider Mr. Rai's claims about overcharges for materials or labour, I would have to dismiss them for lack of standing.
17. In summary, I make no findings about allegations of wrongful increases to material charges. This leaves only the work deficiencies of \$400.

***Mr. Rai's Late Evidence***

18. Mr. Rai provided as late evidence a January 25, 2020 letter from his physician. Sprint did not object to the late evidence and had an opportunity to provide submissions about it. I find the late evidence is minimally relevant. It merely describes Mr. Rai's character and predates this dispute. As Sprint did not object, I allow the late evidence, but my decision does not turn on it in any way.

**ISSUES**

19. The issues in this dispute are as follows:
  - a. Did Sprint breach the parties' contract?
  - b. Must Mr. Rai pay Sprint for any further work?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

20. In a civil proceeding like this one, Mr. Rai and Sprint must each prove their claims and counterclaims 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. I note that in dispute number SC-CC-2023-009288, Sprint did not provide final reply submissions, though it had the opportunity to do so.
21. The following facts are undisputed. Mr. Rai hired R&B as head contractor to construct a new house. In a January 5, 2021 letter, Sprint provided R&B a quote for \$22,198.50 to supply and install electrical wiring and components for the house. The work included pot lights and enabling 400-amp service. The quote was brief and lacked details such as a list of contract terms.
22. In a separate document, Sprint provided a breakdown of the work done. It says the following. Sprint started work on June 22, 2021. It completed the work and "finishing touches" on February 1, 2022. It also returned on June 2, 2022 to install a camera security system. This was the last entry.
23. Sprint invoiced R&B periodically as it completed work. Several of these invoices are in evidence. As noted above, they are addressed to R&B and not Mr. Rai. The parties agree that there is no balance owing under these invoices.
24. Mr. Rai's text messages to Sprint demonstrate the following. Starting from late September 2022, Mr. Rai began complaining about work deficiencies. He asked that Sprint return to fulfill its warranty. In particular, Mr. Rai said in the October 2022 text messages that the camera security system malfunctioned. In a November 10, 2022 email, he told Sprint the following items did not work: the ring bell, a plug in a suite, and an outside sensor light. Further, he wrote that some lights in the house were not installed flush with the ceiling, and there was an unspecified problem with a small black plate for a hole on the side of the fireplace. Sprint replied to the email that it was unaware of these issues.

25. Sprint submits that it scheduled an appointment to send out a technician to fix these issues. I find there is no evidence to show this. Mr. Rai applied for dispute resolution on January 13, 2023.

***Issue #1. Did Sprint breach the parties' contract?***

26. As noted above, Sprint says its contract was entirely with R&B. I find it alleges that Mr. Rai has no standing to bring his claims, including claims about deficient work.

27. I have already found that Mr. Rai hired R&B as a head contractor, and R&B contracted with Sprint for the electrical work. That said, I find Mr. Rai has standing on the narrow issue of work deficiencies. This is because the correspondence shows that Sprint provided a warranty to Mr. Rai for the work. The parties' text messages and emails refer to the warranty as well. Consistent with my finding, Sprint says it was in the midst of sending a technician to investigate Mr. Rai's complaints, before Mr. Rai applied for dispute. I also find it likely that Sprint would provide such a guarantee directly to Mr. Rai since he is the actual end user of Sprint's work.

28. As I am satisfied that Mr. Rai has standing on the issue of work deficiencies, I turn to the parties' submissions. Mr. Rai did not describe the deficiencies in detail, so I rely on the October 2022 text messages and November 10, 2022 email. These outline his complaints, as discussed earlier.

29. I turn to the applicable law. It is an implied term that a contractor must complete work in a good and professional manner. See *Balfor (Canada) Inc. v. Drescher*, 2021 BCSC 2403 at paragraphs 16 to 19. The applicant bears the burden of proving that the work was deficient. See *Balfor (Canada) Inc. and Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61. In general, expert evidence is required to prove a professional's work was deficient or that it fell below a reasonably competent standard. However, expert evidence may not be necessary when the work is obviously substandard, or the deficiency relates to something non-technical. See *Balfor (Canada) Inc.* at paragraph 19 and *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.

30. I find that Sprint provided a warranty to Mr. Rai that Sprint would complete its work in a good and professional manner. However, I find Mr. Rai has not proven that Sprint's work was deficient.
31. Mr. Rai did not provide any expert evidence. I find expert evidence is likely not necessary. This is because I find the types of problems he complains of, such as unevenly installed pot lights, do not require expert evidence to prove. That said, Mr. Rai did not provide any independent documentary evidence to show that Sprint's work was deficient. For example, there are no witness statements, opinions, or video footage that show the ring bell, plug, or outside sensor light malfunctioned or required repairs. There are no pictures of the ceiling lights or the hole on the side of the fireplace. There are no video recordings or written statements about these defects.
32. Likewise, there is no independent evidence that Mr. Rai suffered any quantifiable loss or damage. He did not provide any repair invoices or quotes for fixing the allegedly deficient work. He did not explain or provide a breakdown of his deficiency claim.
33. Ultimately, the only evidence about the alleged deficiencies consists of Mr. Rai's own statements about them. So, I find that Mr. Rai's claim is unproven and dismiss it.

***Issue #2. Must Mr. Rai pay Sprint for any further work?***

34. Sprint says that Mr. Rai ordered extra work through Sprint's electricians, and Sprint neglected to charge for it. It now seeks \$5,000 as payment. Mr. Rai denies ordering any extra work.
35. I dismiss Sprint's counterclaim for much the same reason I dismissed Mr. Rai's claim.
36. As evidence, Sprint provided an undated letter it wrote outlining \$7,383.81 in additional work. Sprint says in the letter that the extra work "came to our attention" when it revisited its file.
37. I find the letter is essentially the only evidence about this extra work. There is no independent documentary evidence to support it. For example, there are no written statements or correspondence to show Sprint did the alleged extra work and forgot

to invoice R&B or Mr. Rai for it. There are no statements or other evidence from Sprint's electricians about the matter. I find this would be key evidence, as Sprint alleges that Mr. Rai ordered extra work through its electricians.

38. Given the lack of evidence, I find Sprint's counterclaim unproven and dismiss it as well.

39. 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.

40. The parties did not prove their claims or counterclaims. So, I decline to order reimbursement of any CRT fees. The parties did not claim any specific dispute-related expenses. I would decline to order reimbursement if they had, in any event.

## **ORDER**

41. I dismiss Mr. Rai's claims and Sprint's counterclaims and this dispute.

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David Jiang, Tribunal Member