



Civil Resolution Tribunal

Date Issued: January 3, 2024

File: SC-2023-001053

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Batth v. Bains*, 2024 BCCRT 4

B E T W E E N :

JASPREET BATTH and SATWANT SINGH GILL

APPLICANTS

A N D :

HARDEEP SINGH BAINS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about payment for plumbing and renovation work. In 2021, Jaspreet Batth and Satwant Singh Gill completed some plumbing and renovation work for Hardeep Singh Bains, for which they say they have not been paid. They claim \$4,000 for their work.

2. Mr. Bains says he already paid the applicants \$4,000 for their work, and he owes them nothing further.
3. All parties are 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). 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.
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. 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.
8. I was initially unable to view any of the applicants' evidence, so upon my request the applicants resubmitted it. They also submitted one additional piece of late evidence. Mr. Bains was given the opportunity to review the applicants' re-submitted evidence

and their late evidence, and he provided submissions and an additional piece of late evidence in response. The applicants provided reply submissions. I find that neither party is prejudiced by admitting the late evidence. Given the CRT's mandate to be flexible, I accept the late evidence and have considered it in my decision.

ISSUE

9. The issue in this dispute is whether the applicants are entitled to \$4,000 for their plumbing and renovation work.

EVIDENCE AND ANALYSIS

10. As the applicants in this civil proceeding, Mr. Batth and Mr. Gill must prove their claims on a balance of probabilities, which means more likely than not. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.
11. In 2021 the parties agreed that Mr. Bains would pay the applicants \$4,000 to complete some plumbing and renovation work in his home. The applicants built a bathroom, laundry room, and kitchen in Mr. Bains' basement, repaired the powder room sink on the main floor, and repaired some upper level plumbing fixtures.
12. The applicants say Mr. Bains did not pay them immediately after they completed the work because he had many expenses at the time related to his home renovations. They say he kept promising to pay them and asking for more time, and then he started asking them to register their company. On December 5, 2022, Mr. Batth instant-messaged Mr. Bains' wife a \$3,850 invoice for the applicants' work. The applicants do not explain why they are claiming \$4,000 in this dispute when their invoice is for \$3,850. So, I find their claim is limited to the \$3,850 invoice amount.
13. Mr. Bains says he paid the applicants \$4,000 cash shortly after they completed the work. He says Mr. Batth is his distant relative and there is now a dispute within their family, which is why Mr. Batth is asking to be paid again. Mr. Bains says he withdrew

\$4,000 in cash from his bank account on the same day he paid Mr. Batth. Though he does not specify the exact date of payment, he says it was in May 2021. He submitted a bank statement showing a \$5,000 cash withdrawal on May 17, 2021, and a \$3,205 cash withdrawal on May 28, 2021. He does not say which of these cash withdrawals he paid to the applicants, nor does he explain why neither of the amounts are for \$4,000 or \$3,850. The applicants say Mr. Bains hired several different trades for his renovation during that time, so the cash withdrawals on the bank statement could have been for those other trades. Mr. Bains does not specifically dispute this.

14. Mr. Bains submitted a signed statement from BS who said that in May 2021 they saw Mr. Bains pay Mr. Batth \$4,000 cash for his work. BS did not say how they know Mr. Bains or why they were with Mr. Bains when he allegedly paid Mr. Batth. The applicants say BS's statement is false. They submitted a translated transcript of a phone call Mr. Batth had with BS after reading BS's statement. In the transcript, BS said they saw the parties discuss payment but did not actually see Mr. Batth pay Mr. Bains. Mr. Bains does not dispute the content of the transcript or the translation's accuracy. Given the inconsistencies in BS's evidence, I place no weight on it.
15. On balance, I prefer the applicants' evidence. There is no receipt in evidence, and given the amount at issue, I would expect some written record of the payment if it were made. The evidence shows the applicants did not invoice Mr. Bains until December 2022. Had Mr. Bains paid the applicants in May 2021 as he alleges, I would expect the applicants to have issued an invoice at that time. The applicants provided a reasonable explanation for why they did not invoice Mr. Bains until December 5, 2022. Mr. Bains says the applicants invoiced him in December 2022 only because of a dispute within their family, but he does not explain the absence of an invoice in May 2021 when he says he paid them.
16. I find Mr. Bains has not paid the applicants for their work, and so he must pay them \$3,850 for the invoice amount.
17. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the \$3,850 owing calculated from December 5, 2022, which is

the date they sent Mr. Bains' wife the invoice, to the date of this decision. This equals \$186.96.

18. 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 the applicants were successful, I find they are entitled to reimbursement of \$175 in CRT fees. They did not claim any dispute-related expenses.

ORDERS

19. Within 15 days of the date of this order, I order Mr. Bains to pay the applicants a total of \$4,211.96, broken down as follows:
- a. \$3,850 as payment of the invoice,
 - b. \$186.96 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
20. The applicants are 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.

Sarah Orr, Tribunal Member