



Civil Resolution Tribunal

Date Issued: January 5, 2024

File: SC-2023-004615

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Vision Mechanical Ltd. v. Fullerton*, 2024 BCCRT 15

B E T W E E N :

VISION MECHANICAL LTD.

APPLICANT

A N D :

SHAYLA FULLERTON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a dispute about payment for the installation of a heat pump.
2. The applicant, Vision Mechanical Ltd. (Vision), installed a heat pump in the home of the respondent, Shayla Fullerton.¹ Vision says Shayla Fullerton has not paid part of its invoice and claims \$1,222.83.

3. Shayla Fullerton says Vision promised that they would receive a government rebate after the heat pump installation, however their home was not eligible for the rebate.
4. Vision is represented by an authorized employee. Shayla Fullerton is self-represented.

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.
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.

ISSUE

8. The issue in this dispute is what, if anything, Shayla Fullerton owes Vision for the heat pump installation.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Vision must prove its claims on a balance of probabilities, meaning 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.
10. It is undisputed that Shayla Fullerton hired Vision to install a heat pump in their home. Vision sent a quote for \$11,896.50 plus tax to Shayla Fullerton dated April 19, 2022. Shayla Fullerton paid 50% of the total price upfront on May 18, 2022. The quote states that the heat pump is eligible for a \$5,000 rebate through the Greener Homes Grant and a \$2,000 rebate through CleanBC.
11. Vision installed the heat pump in Shayla Fullerton's home in late August 2022. It says the delay was due to supply chain issues, staffing shortages, and illnesses from COVID-19. It sent Shayla Fullerton a final invoice for \$6,245.66 dated August 29, 2022. After numerous follow-up requests for payment, Shayla Fullerton made a partial payment of \$3,000 on October 27, 2022.
12. In January 2023, Shayla Fullerton emailed Vision and said there was an issue with the rebate. They requested proof that Vision was an approved installer for the rebate program. Vision admits that Shayla Fullerton's initial rebate application was rejected because of a clerical error on its part. Vision says it fixed this error promptly.
13. Vision continued to follow-up with Shayla Fullerton for the outstanding \$3,245.66. Shayla Fullerton paid \$1,662.83 to Vision on January 16, 2023, and \$400 on March 8, 2023, which left \$1,222.83 outstanding. Shayla Fullerton told Vision that they were waiting for the \$2,000 rebate from CleanBC before they could pay the outstanding amount.
14. Shayla Fullerton's application for a \$2,000 rebate through CleanBC was denied on August 8, 2023. They provided the rejection letter which states that the rebate is not available to apartments and condos. I infer from Shayla Fullerton's submissions that they live in a condo.

15. Shayla Fullerton says that Vision promised that they would qualify for the \$2,000 CleanBC rebate and that this is reflected in Vision's initial quote. Vision says that its quote only states that the heat pump is eligible for a rebate, however it does not guarantee that a customer will receive a rebate. It says it was unaware that condos and apartments are not eligible for this rebate.
16. I turn to my analysis and conclusions.
17. Contractors are entitled to payment upon substantial completion of a project. The parties agree that Vision completed its work, so it is entitled to payment of its invoice. This is subject to any set off for breach of contract, discussed below. When a party alleges a set off, the burden of proving the set off is theirs (see *Wilson v. Fotsch*, 2010 BCCA 226).
18. It is undisputed that the parties had an agreement to install a heat pump in Shayla Fullerton's home. I find that the parties documented their agreement in Vision's quote dated April 19, 2022. I do not agree that Vision's quote only says that the heat pump is eligible for the \$2,000 CleanBC rebate. The quote states specifically that, after Shayla Fullerton receives the two rebates, "this makes for a net investment of \$4,369.50" (reproduced as written). I find that it was a term of the parties' agreement that Shayla Fullerton would receive the CleanBC rebate and their total out-of-pocket expense would be \$4,369.50.
19. Shayla Fullerton did not receive the CleanBC rebate which was a breach of the parties' agreement. I find that they suffered \$2,000 in damages as a result which should be set off against any amount they owe Vision. As Shayla Fullerton owes Vision less than \$2,000, I find that Vision cannot claim the \$1,222.83 owing on its final invoice. So, I dismiss Vision's claim.
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. Vision was not successful, so I do not reimburse its CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

21. I dismiss Vision's claim and this dispute.

Peter Mennie, Tribunal Member

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure the CRT respectfully addresses them throughout the process, including in published decisions. The respondent did not provide their title or pronouns so I will refer to them as Shayla Fullerton and will use gender neutral pronouns for them throughout this decision, intending no disrespect.