



Civil Resolution Tribunal

Date Issued: January 10, 2024

File: SC-2022-007961

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dhaliwal v. Wong*, 2024 BCCRT 22

B E T W E E N :

BHUPINDER DHALIWAL

APPLICANT

A N D :

CHI KWAN WONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about a door installation. Chi Kwan Wong hired Bhupinder Dhaliwal to install a front entry door in his home. Mr. Dhaliwal says Mr. Wong failed to provide a new interior door casing, so he installed the old casing around the new door. Mr. Dhaliwal invoiced Mr. Wong \$1,008 for the work, which Mr. Wong has not paid. Mr. Dhaliwal claims \$1,008 for the unpaid invoice.

2. Mr. Wong says Mr. Dhaliwal was required to provide the new door casing, which he did not do. He says Mr. Dhaliwal did not complete the door installation, and the work he did complete was deficient. He says he does not owe Mr. Dhaliwal anything.
3. Both 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.
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.
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.

ISSUE

8. The issue in this dispute is whether Mr. Dhaliwal is entitled to \$1,008 for installing Mr. Wong's front door.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Dhaliwal must prove his 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.
10. In 2022, Mr. Wong purchased a new front door from A-1 Doors & Mouldings Ltd. Mr. Wong says A-1's shop manager told him he was required to use one of A-1's contractors to measure and install the door if he wished to rely on A-1's quality guarantee. A-1 gave him Mr. Dhaliwal's name and contact information for the door installation, and in March 2022 Mr. Wong's wife contacted Mr. Dhaliwal for a quote.
11. Mr. Dhaliwal quoted Mr. Wong \$780 to take measurements, remove the old door, and install the new door with a lock. If the quote is in writing, it is not in evidence. The parties disagree about whether the quote included materials and disposal of the old door. I address these disagreements in more detail below.
12. On March 29, 2022, Mr. Dhaliwal took measurements for Mr. Wong's door. On September 1, 2022, Mr. Dhaliwal went to Mr. Wong's home to install the new door. Mr. Dhaliwal removed the old door, but Mr. Wong did not provide the interior casing for the new door, so Mr. Dhaliwal installed the old casing around the new door as a place holder until Mr. Wong obtained the new casing.
13. On September 2, 2022, Mr. Dhaliwal invoiced Mr. Wong \$1,008 for the work, which included GST. The invoice charged \$50 for measuring the old door, \$90 for removing the old door, \$550 for installing the new door, \$90 for installing the lock, and \$180 for 2 extra hours during which Mr. Dhaliwal says Mr. Wong prevented him from leaving his property. Mr. Wong has not paid Mr. Dhaliwal's invoice because he says the work was deficient and incomplete.
14. Mr. Dhaliwal submitted a revised October 5, 2023 invoice as evidence in this dispute for \$1,658. It includes the \$1,008 amount of the original invoice, plus \$125 in CRT fees, \$500 in service fees and interest, and \$25 in GST. Mr. Dhaliwal does not explain

what service fees he incurred, but I find his claim is limited to the \$1,008 he claims in the Dispute Notice. I address CRT fees and interest separately below.

15. To determine Mr. Dhaliwal's entitlement to the \$1,008 claimed, I address each charge on the original invoice in turn. First, Mr. Dhaliwal claims \$50 for taking measurements. Since he undisputedly measured Mr. Wong's door, I find he is entitled to \$50 for that work.
16. Second, Mr. Dhaliwal claims \$90 for removing the old door, which he undisputedly did. As noted above, Mr. Wong says Mr. Dhaliwal's quote included disposing of the old door in addition to removing it. Mr. Dhaliwal denies this. He says garbage disposal requires additional labour and expense that is not within his scope of work. On the evidence before me, I find it is not obvious that Mr. Dhaliwal's quote included garbage disposal. I find that if it had, Mr. Dhaliwal would have included the garbage disposal cost, which he undisputedly did not do. So, I find Mr. Dhaliwal is entitled to \$90 for removing the old door.
17. Third, Mr. Dhaliwal claims \$550 for the door installation. He says it was Mr. Wong's responsibility to provide the interior casing for the new door, which he did not do. He says he installed everything Mr. Wong provided to him, then installed the old casing which did not properly fit the new door. He says he installed this as a place holder until Mr. Wong obtained the new casing. He says any issues Mr. Wong has with his work are because Mr. Wong did not provide the proper casing, so he is entitled to payment.
18. Mr. Wong says it was Mr. Dhaliwal's responsibility to provide the new interior casing because materials were included in the quote. However, on the evidence before me I find materials were not included in the quote. After receiving Mr. Dhaliwal's quote, Mr. Wong went back to A-1 to confirm all necessary parts for the installation. Mr. Wong says he purchased the door and all other materials A-1 recommended, including a lock. Mr. Wong says A-1 did not instruct him to purchase the new casing, so he did not do so. Since Mr. Wong provided the new door and all other materials except for the new casing, I would expect that if Mr. Dhaliwal was required to provide

the new casing it would be something the parties explicitly agreed to. I find there is no evidence of such an agreement. For these reasons, I find the materials were not included in Mr. Dhaliwal's quote, and it was Mr. Wong's responsibility to provide the new casing.

19. Mr. Wong says it was unethical for Mr. Dhaliwal to remove the old door when he knew there was no new casing. He says Mr. Dhaliwal should have known before removing the old door if there were any parts missing. However, there is no evidence that Mr. Dhaliwal removed the door knowing there was no new casing, so I find this is not a valid reason for Mr. Wong to withhold payment.
20. Mr. Wong also says Mr. Dhaliwal's work was deficient in various ways. Since the standard of care of a door installer is beyond common knowledge, expert evidence is generally required to establish that Mr. Dhaliwal's work as a door installer was deficient. Since Mr. Wong did not provide any expert evidence, any alleged deficiencies must be obvious or non-technical (see *Schellenberg v. Wawanese Mutual Insurance Company*, 2019 BCSC 196, at paragraph 112).
21. Mr. Wong says Mr. Dhaliwal did not place the door properly, and there is a big gap between the door frame and wall. He submitted photos that I find support this allegation. However, Mr. Dhaliwal says the gap was required to install the new casing. He says the gap remained because the casing he installed was not the proper size for the new door. Mr. Wong does not specifically dispute this, so I find the gap is a result of him failing to provide the proper casing.
22. Mr. Wong also says Mr. Dhaliwal broke the floor tiles while removing the door, which Mr. Dhaliwal does not deny. However, Mr. Dhaliwal says tiling grout was attached to the old door frame, so a piece of tile broke off when he removed the old door. He says this happens frequently when removing old doors, and the missing tile piece should either be refilled or replaced with a new piece. However, he says this step should not be taken until after the door is installed. He says that since he installed the old casing as a place holder until Mr. Wong supplied the new casing, he did not repair the broken tile. I find this explanation is reasonable in the circumstances, so I find Mr.

Dhaliwal did not obviously breach the required standard of care by failing to replace or repair the broken tile.

23. Mr. Wong also says the caulking and touch-up painting was incomplete. He submitted some photos taken on September 24, 2022 after removing the unmatched exterior casing, and some photos taken on November 3, 2022 after removing the unmatched interior casing. Both photos show that the caulking and trim appear to be unfinished. However, Mr. Dhaliwal says he could not complete the caulking until Mr. Wong provided the new casing. He also says that, as a carpenter, he does not do paint touch ups. I find Mr. Dhaliwal could not have reasonably completed the caulking when installing the incorrect casing since it was undisputedly the incorrect size, and the new casing was required to properly complete the installation. Likewise, even if it was within Mr. Dhaliwal's scope of work to complete paint touch-ups, it would have been premature for him to do so until the new casing was installed.
24. Mr. Wong says that in October 2022 he paid someone else to repair Mr. Dhaliwal's deficiencies and complete the work. He submitted a November 4, 2022 invoice for \$300.22 from an individual whose qualifications are not stated on the invoice. The invoice says the work included replacing and painting the door casing, spraying foam to seal the 1 ¼-inch gap, caulking small gaps, tiling the gap under the door, and filling it with grout. However, I find this invoice simply shows that the door installation could not be completed until Mr. Wong obtained the correct casing, which I have found was not Mr. Dhaliwal's responsibility. Although Mr. Dhaliwal was unable to complete the installation with the new casing, he still did the work to install the incorrect casing as a placeholder. For all of these reasons, I am satisfied that Mr. Dhaliwal substantially completed the work with the materials available to him, and so I find he is entitled to \$550 for the installation work.
25. The fourth charge on Mr. Dhaliwal's invoice is \$90 for installing the lock. Mr. Wong says Mr. Dhaliwal did not properly install the lock. He submitted photos showing unused parts of the lock that he says Mr. Dhaliwal failed to install. Mr. Dhaliwal says the lock came with hardware for both American and Canadian doors, which are

grooved differently. He says he properly installed the Canadian lock parts, and the photos Mr. Wong submitted show the unused American parts. Mr. Wong does not dispute this, and he provided no evidence proving that the lock does not function properly. So, I find Mr. Dhaliwal is entitled to \$90 for installing the lock.

26. Finally, I address Mr. Dhaliwal's \$180 invoice charge for what he calls "hostage time". He says that after he refused to supply the new casing for Mr. Wong, Mr. Wong blocked his van in the driveway so that he was unable to leave the property. He says he reported the issue to the police who helped him leave the property after being blocked for 2 hours. However, in his submissions Mr. Dhaliwal says he was blocked for only 90 minutes. He did not submit the police report or any photos showing that his vehicle was blocked as he alleges.
27. Mr. Wong denies blocking Mr. Dhaliwal's van. He says he was not home when Mr. Dhaliwal was installing the door. He says he phoned Mr. Dhaliwal around 4:30 p.m. to discuss the new casing, but they could not reach an agreement. Mr. Wong says he told Mr. Dhaliwal to wait for him to return home, which he did between 5:00 and 5:30 p.m. He says when he arrived, he found Mr. Dhaliwal's van in his driveway, so he was unable to enter it with his own vehicle. Mr. Wong says Mr. Dhaliwal refused to leave until he was paid. He submitted a photo taken at 6:39 p.m. that day, showing Mr. Dhaliwal's van parked in his driveway behind another vehicle. From the angle of the photo, it is not clear whether Mr. Dhaliwal's van was blocked into the driveway.
28. On the evidence before me, I find Mr. Dhaliwal has failed to establish that he was unable to leave Mr. Wong's property when he completed the work. Although Mr. Wong asked Mr. Dhaliwal to remain at his property until he returned home, Mr. Dhaliwal was not required to do so. I find Mr. Dhaliwal has failed to establish that he is entitled to \$180 for 2 hours of "hostage time".
29. In summary, I find Mr. Dhaliwal is entitled to \$50 for taking measurements, \$90 for removing the old door, \$550 for installing the new door, and \$90 for installing the lock, for a total of \$819 including GST.

30. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$819 owing calculated from September 2, 2022, which is the original invoice date, to the date of this decision. This equals \$44.29.
31. 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 Mr. Dhaliwal was generally successful, I find he is entitled to reimbursement of \$125 in CRT fees. He does not claim any dispute-related expenses.
32. Mr. Wong claims \$800 in dispute-related expenses for the cost of properly reinstalling the front door and lock, repairing the broken tile, and disposing of the old door. However, I find that none of these costs are dispute-related expenses, rather they are claims for damages, the merits of which I have addressed above. I find Mr. Wong has not established that he is entitled to reimbursement for any dispute-related expenses, and I dismiss this claim. He did not pay any CRT fees.

ORDERS

33. Within 15 days of the date of this order, I order Mr. Wong to pay Mr. Dhaliwal a total of \$988.29, broken down as follows:
- a. \$819 in debt,
 - b. \$44.29 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 CRT fees.
34. Mr. Dhaliwal is entitled to post-judgment interest, as applicable.

35. 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