



# Civil Resolution Tribunal

Date Issued: January 10, 2024

File: SC-2023-004119

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. McCrory*, 2024 BCCRT 25

B E T W E E N :

ASLAN ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION &  
SHEETMETAL SERVICES LTD.

**APPLICANT**

A N D :

JEFFERY MCCRORY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner

## INTRODUCTION

1. Jeffery McCrory hired Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan) to install 2 20-amp services for heat pumps in his shop. Aslan says Mr. McCrory failed to pay its invoice and claims \$2,243.62.

2. Mr. McCrory says that Aslan's invoice is incorrect. He says Aslan billed him for different wire than it used, for 8 hours of labour when it did only 5 hours, and for a permit it did not obtain. Nevertheless, Mr. McCrory says he paid \$1,954.97 of Aslan's invoice, and only did not pay the \$288.75 permit fee. He says he should not have to pay for a permit Aslan did not obtain.
3. Aslan is represented by an employee. Mr. McCrory is 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 of law.

## **ISSUE**

7. The issue in this dispute is to what extent Aslan is entitled to the claimed \$2,243.62 for electrical wiring work.

## EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicant Aslan must prove its claims on a balance of probabilities (meaning “more likely than not”). I have reviewed all the parties’ submissions and evidence but refer only to what is necessary to explain my decision.
9. On December 7, 2021, Mr. McCrory signed a work authorization form for Aslan to install 2 20-amp services for heat pumps at his shop. The form stated that Aslan would charge for its work on a time and materials basis. It also stated that permit charges may also apply.
10. Aslan undisputedly attended Mr. McCrory’s shop on December 8, 2021, and installed a junction box, 30 feet of conduit with 6 wires, and 2 heat pump disconnect switches. However, it is undisputed that Aslan did not complete the job, as it did not hook up Mr. McCrory’s heat pumps because it did not have the required breakers. Aslan says it intended to return and complete the work when it received the breakers. Mr. McCrory says he hired another company to finish the job because it was winter, and he needed to heat the shop as soon as possible.
11. Aslan says it mailed its \$2,243.62 invoice to Mr. McCrory on February 8, 2023 for the work completed. It says it was delayed in sending the invoice out due to the COVID-19 pandemic, though Mr. McCrory does not take issue with the delay. Aslan says it called Mr. McCrory on February 23, 2023 to follow up on the invoice, and that Mr. McCrory stated he was surprised by the amount, and he wanted to go over it before he paid it.
12. On April 19, 2023, which was after Aslan had applied for CRT dispute resolution in this matter, Mr. McCrory sent Aslan a letter stating he was enclosing a payment of \$1,954.67. The letter advised that while Aslan had billed him for the incorrect type of wire and number of hours worked, he would not dispute those charges “at this point”. However, Mr. McCrory stated he had deducted \$275 plus GST (\$288.75 total) from

Aslan's invoice for a permit charge. He did not specifically address the reason for that deduction in the letter.

13. Aslan does not dispute that Mr. McCrory paid \$1,954.87 towards its claimed invoice. In fact, the only invoice in evidence shows a \$1,954.87 payment on the original \$2,243.62 total, leaving \$288.75 outstanding. So, I find that Mr. McCrory has already paid Aslan \$1,954.87. Further, the parties' submissions focus on whether Aslan was entitled to charge Mr. McCrory for obtaining a permit. Mr. McCrory also does not specifically request any set-off for the alleged improper wire and overcharge for hours worked. So, I find the only amount at issue in this dispute is the \$288.75 permit charge.
14. Mr. McCrory argues that because Aslan did not install any breakers or connect the wiring it installed to the heat pumps, no electrical work was completed, and so Aslan should not have charged him for an electrical permit. Mr. McCrory also argues that Aslan did not get a permit when it did the work, and that it only obtained a permit after he disputed the charge 1.5 years later. Essentially, Mr. McCrory says Aslan is trying to charge him for an expense it had no intention of incurring.
15. Aslan disputes Mr. McCrory's allegations. It says that a permit was required for the work it completed, and that it properly purchased the permit when it issued its invoice.
16. Both parties provided a copy of the permit Aslan obtained in evidence. The permit states that Technical Safety BC issued it on April 21, 2023, though it does not state when Aslan applied for it. The permit also states that the scope of work included installing a junction box at the subpanel, conduit from the junction box to an outside location, and heat pump disconnect switches and wiring. In other words, the permit appears to be for the scope of work Aslan completed for Mr. McCrory.
17. I find that if a permit was not required for that work, Technical Safety BC likely would not have issued the permit. Further, Aslan provided information from Technical Safety BC's website, which states that electrical installation permits are needed for installing "electrical equipment". I find this likely includes installing a junction box, wiring, and

heat pump disconnect switches, even if the wiring is not ultimately connected to the heat pumps. Mr. McCrory has not provided any evidence to the contrary. So, I accept that Aslan was required to obtain a permit for the work it completed.

18. I also find there was nothing inherently improper about the timing of Aslan's permit application. The Technical Safety BC website information in evidence states that a permit is only required before the electrical work is inspected. So, I find it was not necessarily required at the time Aslan completed the work. As I find Aslan was required to obtain the permit, I find it reasonably did so when it invoiced Mr. McCrory for its work. Again, Mr. McCrory did not provide any evidence to support his allegation to the contrary. I find the fact that there was some delay in Aslan issuing its invoice irrelevant.
19. Given my conclusion that Aslan properly billed Mr. McCrory for the electrical permit, I find he must pay Aslan \$288.75 for it.
20. Aslan claims interest under the *Court Order Interest Act* (COIA), which applies to the CRT. However, section 2(b) of the COIA says pre-judgment interest under the COIA does not apply where the parties have an agreement about interest. I find the parties agreed about interest in the work authorization form, but Aslan does not claim contractual interest. So, I dismiss Aslan's claim for pre-judgment interest.
21. 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. Since Mr. McCrory did not pay any of Aslan's invoice until after it started this dispute, I find Aslan is entitled to reimbursement of its \$125 in paid CRT fees. Neither party claimed dispute-related expenses.

## **ORDERS**

22. Within 21 days of the date of this decision, I order Mr. McCrory to pay Aslan a total of \$413.75, broken down as follows:
- a. \$288.75 in debt, and
  - b. \$125 in CRT fees.
23. Aslan is entitled to post-judgment interest under the COIA, as applicable.
24. 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.

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Kristin Gardner, Tribunal Member