



# Civil Resolution Tribunal

Date Issued: January 11, 2024

File: SC-2022-006648

Type: Small Claims

## Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. The Owners, Strata Plan KAS2651, 2024 BCCRT 27*

B E T W E E N :

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

**APPLICANT**

A N D :

The Owners, Strata Plan KAS2651

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Peter Mennie

## INTRODUCTION

1. This dispute is about an unpaid invoice for servicing a fire hydrant.

2. The applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan), says it had a contract with the respondent, The Owners, Strata Plan KAS2651 (strata), to service its fire hydrant. Aslan claims \$712 for its unpaid invoice.
3. The strata says it hired Aslan to service its fire hydrant once per year. It says that Aslan serviced the fire hydrant multiple times each year so it should not have to pay the invoice for the additional service.
4. Aslan is represented by an authorized employee. The strata is represented by a strata council member.

## **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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. CRT documents incorrectly show the name of the respondent as KAS2651. The strata's correct legal name is The Owners, Strata Plan KAS2651. I have exercised

my discretion under CRTA section 61 to direct the use of the strata's correct legal name in these proceedings. So, I have amended the style of cause above.

## **ISSUE**

9. The issue in this dispute is what, if anything, the strata owes Aslan for its work servicing the fire hydrant.

## **EVIDENCE AND ANALYSIS**

10. 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 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.
11. Aslan says it had a contract with the strata to service its fire hydrant on an annual basis. It says that it did the work and sent an invoice dated September 29, 2021. It admits that the invoice was not sent promptly. Aslan says that the strata later terminated its contract, however in 2021 the contract was still valid.
12. Aslan provided a recording of a phone call with a strata council member. The recording is not dated but I infer from the parties' submissions that the call happened sometime in spring 2022. An Aslan employee asks about servicing the fire hydrant in May. The strata council member responds that she postponed the work until September. Aslan says this proves the parties still had a contract for fire hydrant servicing in 2021.
13. The strata agrees that it hired Aslan for annual fire hydrant servicing. It says that the agreement was verbal and no written contract was ever signed. The strata says that Aslan performed annual servicing more than once in 2021, that the charges were excessive, and that it never received the invoice until it was served with the Dispute Notice by the CRT. The strata says it should not have to pay the invoice because it only agreed to fire hydrant servicing once per year.

14. I find that the parties' agreement was for fire hydrant servicing once per year. In the Dispute Notice, Aslan says that the contract was for "yearly servicing" and in the recorded phone call the Aslan employee says that Aslan is "the company that does the springtime service on your fire hydrants". This indicates that the strata agreed to fire hydrant servicing only once per year.
15. Aslan admits in its reply submissions that it serviced the fire hydrant on May 14, 2021, and on September 29, 2021. There is no evidence that the strata agreed to semi-annual fire hydrant servicing. I find that the strata did not authorize Aslan to service its fire hydrant twice in 2021 and that Aslan is not entitled to payment for the unauthorized work in its September 29, 2021 invoice. So, I dismiss Aslan's claim.
16. 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. Aslan was not successful, so I do not order reimbursement of its CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

17. I dismiss Aslan's claim and this dispute.

---

Peter Mennie, Tribunal Member