



# Civil Resolution Tribunal

Date Issued: February 13, 2024

File: SC-2022-009465

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Premium Restoration Ltd. v. Blue Moon Plumbing & Heating Ltd.*,  
2024 BCCRT 143

B E T W E E N :

PREMIUM RESTORATION LTD.

**APPLICANT**

A N D :

BLUE MOON PLUMBING & HEATING LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. The respondent, Blue Moon Plumbing & Heating Ltd. (Blue Moon), caused water damage in a home where the applicant, Premium Restoration Ltd. (Premium), was

working. Premium says Blue Moon authorized Premium to repair the damage based on a quote for \$3,316.22. It claims that amount in this dispute.

2. Blue Moon says it only agreed to pay \$1,306.93 to repair the floor damage based on a flooring quote. I infer Blue Moon's position is that it should only have to pay \$1,306.93.
3. Each party is represented by an employee or principal.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
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 court.

## **ISSUE**

7. The issue in this dispute is whether Blue Moon must pay Premium's claimed \$3,316.22.

## EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Premium must prove its claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. The background facts are undisputed. Premium was restoring a damaged home. Blue Moon attended the same home to flush out a plumbing line. Blue Moon's technician accidentally caused water damage in a previously unaffected room. The room was about 12 feet by 15 feet and had laminate floor. A former Blue Moon manager, DC, spoke with a Premium employee, JR, about repairing the damage.
10. On February 8, 2022, JR sent DC an email breaking down the cost of replacing the "flooring and etc." in the bedroom. The email showed that the total price of the work was \$3,316.22. This included charges for contents handling, demolition, paint touch ups, baseboards, and clean-up. It also included \$1,306.93 for flooring. JR noted that they had attached a separate flooring quote to the email. The flooring quote came from another contractor and was for \$1,306.93 before GST, to supply and install laminate flooring and underpad.
11. It is not clear exactly when Blue Moon approved the work, or when the work started or finished. However, Premium says at some point after February 8, 2022, DC advised that Blue Moon had approved the entire quote. Premium says after the work was finished, Blue Moon's chief financial officer, AW, said they had only seen and approved the flooring quote, not the whole quote. Premium says while there may have been a communication breakdown within Blue Moon, that does not change the fact that Blue Moon approved the work. As I explain below, I agree.
12. While Blue Moon disputes exactly what it authorized, it does not dispute that DC authorized Premium to do work, which AW also acknowledged in a November 15, 2022 email. More specifically, Blue Moon does not deny that DC had authority to enter into contracts on Blue Moon's behalf, and I find that he did.

13. Given the detailed quote that Premium emailed to DC, I find it unlikely that DC authorized only the flooring aspect of the quote. As noted, a different contractor prepared the flooring quote, and it did not cover any work other than floor and underpad installation. Blue Moon does not explain how it expected new laminate flooring to be installed without first removing the room's contents and the old, damaged flooring as identified in Premium's quote. It does not dispute that Premium did this work and the other work identified in the quote. I find it likely that an internal error or miscommunication meant AW only saw the flooring quote and was surprised to learn that the full invoiced amount was significantly more. But that amount was what Premium quoted and what Blue Moon, through DC, agreed to. The internal miscommunication does not relieve Blue Moon of its contractual obligation to pay for the work it approved.
14. With that, I order Blue Moon to pay Premium the claimed \$3,316.22.
15. The *Court Order Interest Act* applies to the CRT. Premium is entitled to pre-judgment interest on the \$3,316.22. Although the invoice is dated April 6, 2022, the evidence indicates it was sent to Blue Moon on August 3, 2022, so I calculate interest from that date to the date of this decision. This equals \$200.04.
16. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Premium was successful, so I find it is entitled to reimbursement of \$200 in paid CRT fees. Neither party claims dispute-related expenses.

## **ORDERS**

17. Within 14 days of the date of this order, I order Blue Moon to pay Premium a total of \$3,716.26, broken down as follows:
  - a. \$3,316.22 in debt,
  - b. \$200.04 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$200.00 in CRT fees.

18. Premium is entitled to post-judgment interest, as applicable.

19. 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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Micah Carmody, Tribunal Member