



# Civil Resolution Tribunal

Date Issued: March 1, 2024

File: SC-2023-004074

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rangi v. Deol (dba Yards Ahead Construction)*, 2024 BCCRT 209

BETWEEN:

DARSHAN RANGI

**APPLICANT**

AND:

DEEP DEOL (Doing Business As YARDS AHEAD CONSTRUCTION)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Mennie

## INTRODUCTION

1. This dispute is about the installation of patio bricks.
2. The applicant, Darshan Rangi, hired the respondent, Deep Deol who does business as Yards Ahead Construction, to install a brick patio outside their home.<sup>1</sup> Darshan

Rangi says that Deep Deol's work was deficient and claims \$2,000 for the cost of a second contractor to fix their work.

3. Deep Deol says there were no issues with their work and they should not have to pay for a second contractor.
4. Both parties are 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.
8. Darshan Rangi submitted one piece of evidence after the submission deadline. Deep Deol was given the opportunity to review and respond to this late evidence, so I find there is no prejudice in allowing it. Consistent with the CRT's flexible mandate, I have allowed and considered this late evidence.

## **ISSUE**

9. The issue in this dispute is whether Deep Deol's work was deficient and, if so, what is the appropriate remedy.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant Darshan Rangi must prove their claims on a balance of probabilities. 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. Deep Deol did not provide any evidence despite having the opportunity to do so.
11. It is undisputed that Darshan Rangi hired Deep Deol to install a brick patio outside their home. Darshan Rangi provided a quote from Deep Deol dated August 5, 2022, for \$5,500 plus tax. The quote says that Deep Deol will install patio bricks, plant cedars, and grade the roadway.
12. Darshan Rangi says that Deep Deol was having personal financial difficulties, so Darshan Rangi agreed to pay for the bricks directly and paid Deep Deol in advance. Darshan Rangi provided bank statements showing they made payments to BC Brick Supplies Ltd. (BC Brick) on August 8 and 12, 2022, and transfer statements showing they paid Deep Deol \$3,252.63 on August 13, \$325 on September 9, and \$325 on September 13, 2022.
13. Darshan Rangi says that Deep Deol did not install the patio bricks properly and the bricks shifted. They say that a representative from BC Brick visited their property in the spring of 2023 and told them that the bricks were installed incorrectly. Darshan Rangi provided written quotes from two other contractors to fix the brick patio for \$4,349 and \$6,950. They say they also received a verbal quote for \$2,000. Though this contractor is no longer available, Darshan Rangi still claims \$2,000 in damages.
14. Darshan Rangi provided text messages between the parties where Deep Deol apologizes for getting angry, admits that their work was not correct, and says they

will fix it. In later text messages, Deep Deol promises to bring a bag of sand so that Darshan Rangi can fix some of the deficiencies themselves. The text messages show that Deep Deol never fixed the brick patio or dropped off the bag of sand.

15. Deep Deol says that Darshan Rangi was happy with their work and paid in full after the job was completed. They say Darshan Rangi even hired them for a second job two weeks later. They say there were no issues with their work. They say they do not remember signing the quote Darshan Rangi provided.
16. Darshan Rangi agrees that Deep Deol completed a second job to install cedar trees on their property, however they point out that this job was part of the original quote and they had already paid for this work. Darshan Rangi provided a text message that indicates Deep Deol installed the cedars on August 31, 2022.
17. I turn to the applicable law and my conclusions.
18. In general, expert evidence is required to prove that a professional's work was deficient unless the deficiency is obvious or relates to something non-technical (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196). Darshan Rangi did not provide any expert evidence. However, Deep Deol's text messages refer to the job not being correct and the written quotes obtained by Darshan Rangi state that the brick patio needs to be fixed. In their submissions, Deep Deol admits there were gaps between the bricks though they suggest that Darshan Rangi pried apart the bricks with a screwdriver. I find it unlikely that Darshan Rangi would waste time and money by sabotaging their brick patio. Instead, I find it most likely that Deep Deol's work was deficient.
19. I find that Darshan Rangi is entitled to damages for Deep Deol's deficient work. Damages for breach of contract are generally intended to put the innocent party in the position they would have been in if the contract had been carried out as agreed. Darshan Rangi provided evidence that they will have to pay at least \$2,000 to fix the deficiencies with Deep Deol's work. Deep Deol did not dispute this amount. So, I order Deep Deol to pay Darshan Rangi \$2,000.

20. The *Court Order Interest Act* applies to the CRT. However, Darshan Ranghi did not claim any interest. So, I make no award 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. I see no reason in this case not to follow that general rule. I find that Darshan Ranghi was successful, so they are entitled to reimbursement of \$125 in CRT fees. Darshan Ranghi claimed a \$50 dispute-related expense, but did not provide any evidence or submissions about this so I do not order any reimbursement. Deep Deol did not claim any dispute-related expenses.

## **ORDERS**

22. Within 30 days of the date of this order, I order Deep Deol to pay Darshan Ranghi a total of \$2,125, broken down as follows:
- a. \$2,000 as damages, and
  - b. \$125 in CRT fees.
23. Darshan Ranghi is entitled to post-judgment interest, as applicable.
24. This is a validated decision and order. 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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Peter Mennie, Tribunal Member

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<sup>1</sup> 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. Neither party provided their title or pronouns so I will refer to them by their full names and will use gender neutral pronouns for them throughout this decision, intending no disrespect.