



Civil Resolution Tribunal

Date Issued: March 11, 2024

File: SC-2023-002624

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *ACM Glass Ltd. v. Sandhu*, 2024 BCCRT 242

BETWEEN:

ACM GLASS LTD.

APPLICANT

AND:

MANDEEP SANDHU

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a dispute about an unpaid invoice for a home renovation.
2. The applicant, ACM Glass Ltd. (ACM), says that the respondent, Mandeep Sandhu, hired it to install shower doors, mirrors, and closet organizers in Mr. Sandhu's home. It says Mr. Sandhu has not paid its invoice and claims \$4,000.50.

3. Mr. Sandhu says ACM did not finish its work, so he did not pay ACM's invoice. Mr. Sandhu also says ACM installed damaged products in his home.
4. ACM is represented by an authorized employee. Mr. Sandhu is 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.

ISSUE

8. The issue in this dispute is whether Mr. Sandhu must pay all or part of ACM's invoice.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant ACM must prove its 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.

10. It is undisputed that Mr. Sandhu hired ACM to install shower doors, mirrors, and closet organizers in his home. ACM sent a quote to Mr. Sandhu dated February 18, 2021 for \$6,400 plus tax. The parties' text messages show that Mr. Sandhu requested a second quote excluding a glass railing installation. ACM provided a second quote for \$3,810, less a \$310 discount, plus tax for a total of \$3,675. ACM now seeks to have its invoice paid without a discount and claims \$4,000.50. Mr. Sandhu does not deny receiving a second quote, but says that ACM's invoice should be \$2,740 which is the price of the original quote amount minus the glass railing installation.
11. ACM sent the \$3,675 quote on March 31, 2021, and Mr. Sandhu asked ACM to install the closets on April 5, 2021. Based on the timing of these communications, I find that the parties agreed that ACM would install shower doors, mirrors, and closet organizers in Mr. Sandhu's home for \$3,675.
12. Mr. Sandhu says that he paid a deposit to ACM before the work began. ACM denies receiving any deposit from Mr. Sandhu. Mr. Sandhu does not say how much he paid as a deposit and did not provide any evidence of payment such as a bank statement. The parties' text messages do not reference Mr. Sandhu paying a deposit. So, I find that Mr. Sandhu did not pay any deposit to ACM.
13. Mr. Sandhu says that ACM started the work but never finished and began ignoring his calls and texts. He says that his wife was pregnant and he needed a working shower before his child was born. He says that after "months of no replies" he was forced to hire a second contractor. Mr. Sandhu provided an invoice from the second contractor showing he was charged \$2,142 for work on his closet, shower, and bathroom mirrors in June 2021. He also provided Facebook messages he sent to two other contractors asking them to complete the work on his home.
14. Mr. Sandhu's statement that he followed up repeatedly with ACM about the unfinished work over many months is not reflected in the parties' text messages. On April 21,

2021, Mr. Sandhu asked when ACM will finish its work. Mr. Sandhu also sent a photo of the closet ACM installed and said his wife wanted shelves installed instead of a rod. On April 28, 2021, Mr. Sandhu asked ACM to confirm that the work will be completed tomorrow. There is a gap in the text messages in evidence and then, in an undated text message, Mr. Sandhu asked about installing a type of board. ACM responded on May 4, 2021 saying ACM's employee was busy in a meeting. On May 5, 2021, Mr. Sandhu asked why things are taking so long. There are no further text messages until July 29, 2021, when ACM followed up on its unpaid invoice.

15. ACM provided copies of its work orders which show that it completed work at Mr. Sandhu's home on April 9 and 29, 2021. This is consistent with the parties' text messages. Mr. Sandhu does not say what work ACM did not finish. He did not provide any photos of the allegedly unfinished work. The invoice from Mr. Sandhu's second contractor provides few details and only says that it worked on closets, shower doors, and bathroom mirrors. On the limited evidence before me, I find it more likely than not that ACM completed its work.
16. Finally, Mr. Sandhu says that the products used by ACM were damaged. His submissions do not describe which products were damaged and he did not provide any evidence to show the alleged damage. There are no text messages or other communications between the parties which reference damaged products. I find that this allegation is unproven.
17. In summary, I find that Mr. Sandhu hired ACM to install shower doors, mirrors, and closet organizers in Mr. Sandhu's home for \$3,675. Mr. Sandhu has not proven that ACM's work was unfinished or deficient. Mr. Sandhu has also not proved that he paid a deposit. I find that ACM completed its work and is entitled to be paid the amount in its second quote which includes the \$310 discount. So, I order Mr. Sandhu to pay \$3,675 to ACM.
18. The *Court Order Interest Act* applies to the CRT. ACM is entitled to pre-judgment interest on the \$3,675 from May 12, 2021, the date of the invoice ACM sent Mr. Sandhu, to the date of this decision. This equals \$260.27.

19. 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 ACM is entitled to reimbursement of \$175 in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

20. Within 30 days of the date of this order, I order Mr. Sandhu to pay ACM a total of \$4,110.27, broken down as follows:

- a. \$3,675 as debt,
- b. \$260.27 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

21. ACM is entitled to post-judgment interest, as applicable.

22. 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.

Peter Mennie, Tribunal Member