



Civil Resolution Tribunal

Date Issued: March 14, 2024

File: SC-2023-003470

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lally v. Home to Highrise Construction Services*, 2024 BCCRT 262

BETWEEN:

ADAM LALLY and CLAUDIA FIORENTINO

APPLICANTS

AND:

HOME TO HIGHRISE CONSTRUCTION SERVICES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

DECISION

1. This dispute is about a home renovation. In April 2021, Adam Lally and Claudia Fiorentino (homeowners) hired Home To Highrise Construction Services (HTH) to convert part of their garage into a finished room.

2. Mr. Lally represents the homeowners. HTH is represented by Cole Fulmer, who describes himself as HTH's owner. Whether HTH is a legal entity is not entirely clear. The homeowners say HTH was a partnership between Mr. Fulmer and someone else, RW. There is no partnership registration information before me. Further, the homeowners say the partnership was in the process of being dissolved while Mr. Fulmer worked on the home. Because I dismiss the claim on its merits, I decided it was not necessary to seek further submissions from the parties on the respondent's identity.
3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. Given this mandate and the limited evidence in this dispute, this decision is brief. That said, I have read and considered everything the parties submitted, and these are the CRT's formal written reasons.
4. The homeowners make two claims. First, they say HTH's drywall finishing and painting was poorly done. They claim \$1,884.75 for this. When a customer alleges that a contractor's work was below a reasonably competent standard, they must prove the deficiencies (see *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287). Mr. Fulmer says all his work was done to industry standard. The homeowners have not provided evidence, expert or otherwise, about the drywall finishing and painting work. While obvious deficiencies do not require expert evidence to prove, here there are no photos showing any deficiencies with paint, drywall, or anything else. I find the homeowners have not proven any deficiencies, so they are not entitled to a refund or compensation for painting or drywall expenses.
5. The homeowners' second claim is for \$1,419.58 to have another contractor finish the renovation project. In particular, they say they had to purchase and have a contractor install a custom door, which they say they already paid HTH for.
6. Mr. Fulmer says he did not charge the homeowners for incomplete work. The parties' contract was based on an April 1, 2021 estimate for \$12,149.81. It was broken down

into various budget lines, such as framing, insulation, and drywall. According to the evidence before me, Mr. Fulmer invoiced, and the homeowners paid, as follows:

- Deposit \$2,000.25
- Framing & Insulation \$1,837.50
- Drywall & HVAC \$2,152.50
- Drywall finishing \$1,097.25

7. The invoices total \$7,087.50. They are consistent with the budget lines in the estimate. Mr. Fulmer undisputedly completed the framing, insulation, drywall, HVAC, and drywall finishing work as invoiced. He also undisputedly completed other work, like floor levelling, flooring installation, and furniture assembly. It is not clear whether the homeowners paid for all that work. The homeowners say they paid Mr. Fulmer's "final invoice", but it is not clear whether they refer to 1 of the 4 invoices in evidence or a different invoice that they did not provide. Mr. Fulmer says he did not send a final invoice.
8. The difficulty for the homeowners is that they have not provided supporting evidence that they paid Mr. Fulmer or HTH for any materials or labour he did not provide. It may be that some of the deposit was used to purchase the door and related supplies, but the evidence is insufficient to make that conclusion. I note that the estimate identified "Doors & Frames" as a budget item for \$675, but there is no evidence that Mr. Fulmer invoiced the homeowners this amount, or that they paid it.
9. Ultimately, given the uncertainty about what they paid, I find the homeowners have not met the burden of proving their claims. They have not shown that HTH's work was deficient or that they paid HTH for materials or labour not provided. As a result, I dismiss the homeowners' claims.
10. As the homeowners were unsuccessful, I also dismiss their claim for reimbursement of CRT fees and dispute-related expenses. HTH did not pay fees or claim expenses.

ORDER

11. I dismiss the homeowners' claims and this dispute.

Micah Carmody, Tribunal Member