



Civil Resolution Tribunal

Date Issued: April 16, 2024

File: SC-2023-005227

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Premium Electric Ltd. v. Norman (dba Art of Thai Massage and Spa)*, 2024
BCCRT 362

BETWEEN:

PREMIUM ELECTRIC LTD.

APPLICANT

AND:

Bob Norman (Doing Business As ART OF THAI MASSAGE AND SPA)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

DECISION

1. The applicant, Premium Electric Ltd., provided electrical installation services for the respondent, Bob Norman (doing business as Art of Thai Massage and Spa). The applicant says it has not been paid for its services and claims \$5,000. The applicant is represented by its owner.

2. The respondent agrees they owe the applicant the claimed \$5,000. The respondent is self-represented.
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. In resolving disputes, the CRT must apply principles of law and fairness. The CRT must also be proportional. Bearing all this in mind, I decided this dispute through the materials before me, though I note the respondent did not provide any documentary evidence or written submissions beyond the Dispute Response. These are the CRT's formal written reasons.
4. The respondent's general contractor hired the applicant, on the respondent's behalf, to perform electrical work in the respondent's business location. The applicant billed a total of \$6,200.25 for the work over 3 invoices. The respondent paid \$500, leaving a balance of \$5,700.25 unpaid. The applicant claims \$5,000, which is the CRT's small claims monetary limit.
5. As noted, in the Dispute Response the respondent acknowledges they owe the applicant the claimed amount. There is no allegation the applicant's work was incomplete or otherwise substandard. So, I find the respondent must pay the applicant the outstanding \$5,000 for completed electrical work.
6. The CRT's small claims monetary limit is exclusive of *Court Order Interest Act* interest and CRT fees. The applicant is entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from each of the invoices' dates, this equals \$346.12.
7. Under section 49 of the CRTA and the CRT rules, I also order the respondent to reimburse the applicant \$175 in paid tribunal fees. The applicant did not claim any dispute-related expenses.

ORDERS

8. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$5,521.12, broken down as follows:
 - a. \$5,000 in debt,
 - b. \$346.12 in pre-judgment interest under the Court Order Interest Act, and
 - c. \$175 in tribunal fees.
9. The applicant is also entitled to post-judgment interest, as applicable.
10. 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.

Andrea Ritchie, Vice Chair