



Civil Resolution Tribunal

Date Issued: May 27, 2024

File: SC-2023-004745

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Carlson v. Ross*, 2024 BCCRT 478

BETWEEN:

ERIC VICTOR CARLSON

APPLICANT

AND:

BRANDON ROSS and CONNOR HANNA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. The applicant, Eric Victor Carlson, says he hired HR Quality Construction to install a beam, reframe a cubby area, and remove framing from a bedroom in his house. The applicant alleges the work done by the respondents, Brandon Ross and Connor Hanna, was deficient, and they damaged his drywall. He claims \$310 for the amount

he says he paid another contractor to fix the respondents' work. The applicant is self-represented.

2. The respondents say they installed the beam and demolished the framing as the applicant requested. They say they could not reframe the cubby, as it would have resulted in the hallway being too small and not up to code. The respondents deny their work was deficient. The respondents are each self-represented.

JURISDICTION AND PROCEDURE

3. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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.
4. CRTA section 39 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 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 an oral hearing is not necessary in the interests of justice.
5. CRTA section 42 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.
6. In the Dispute Notice issued at the start of this proceeding, the applicant named the second respondent as "Conner Hanna". Based on the submissions and evidence, I find this is a misspelling, and that the second respondent's name is "Connor Hanna". So, I have exercised my discretion under CRTA section 61, and I have amended the second respondent's name in the style of cause above.

ISSUES

7. The issues in this dispute are:
 - a. Has the applicant named the correct respondents?
 - b. Has the applicant proven his claim?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but refer only to the information necessary to explain my decision.

Has the applicant named the correct respondents?

9. The applicant named Brandon Ross and Connor Hanna, the individuals, as the respondents in this dispute. However, in the Dispute Notice and submissions, the applicant repeatedly says he hired "HR Quality Construction" to install the beam and perform framing, which the respondents do not dispute. As described, HR Quality Construction is not a legal entity with the capacity to enter into contracts. Since the parties did not explain HR Quality Construction's legal status beyond Brandon Ross's reference in submissions to starting "our own business 6 years ago", I asked CRT staff to perform a registry search. The search revealed HR Quality Construction Ltd. is a corporation, and Brandon Ross and Connor Hanna are officers and directors of the corporation. So, I find the applicant likely hired HR Quality Construction Ltd. to work on his house.
10. A corporation is a separate legal entity, distinct from its shareholders, officers, directors, and employees. They are not liable for the corporation's actions or debts, except in rare circumstances that do not apply here. So, I find the applicant has improperly named Brandon Ross and Connor Hanna as the respondents in this dispute.

11. Before making this finding, I considered asking the parties for their submissions on whether the applicant had named the correct respondents. However, I decided not to, because even if the applicant and the individually named respondents, rather than the corporation, contracted for the work, I find the applicant has not proven his claim, for the following reasons.

Has the applicant proven the claimed amount?

12. As noted above, the applicant claims \$310 for the amount he says he paid another contractor to repair the respondents' allegedly deficient work. Despite submitting many photos of his house in an unfinished state, the applicant failed to provide proof of the claimed amount. That is, he did not submit an invoice showing he paid another contractor \$310 to repair the allegedly deficient work, or even an estimate showing that is what it would cost. So, I dismiss the applicant's claim on the basis that he has failed to prove the claimed amount.

13. Even if the applicant had provided an invoice or an estimate, I would have dismissed his claim. In professional negligence claims, expert evidence is normally required to prove a breach of the applicable standard of care. This is because the standards of a particular industry are often outside an ordinary person's knowledge and experience. The exceptions to this general rule are when the alleged breach relates to something non-technical or is so egregious that it is obviously below the standard of care (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196, at paragraph 112).

14. Here, I find whether the framing was done properly, or the beam was installed correctly are matters beyond an ordinary person's knowledge. So, I find expert evidence was required to prove a breach of the standard of care. The applicant did not provide any expert evidence. For this reason too, I find the applicant has not proven his claim.

15. 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. Neither the unsuccessful applicant nor the successful respondents paid fees, and none of the parties claim dispute-related expenses, so there is nothing to reimburse.

ORDER

16. I dismiss the applicant's claims and this dispute.

Megan Stewart, Tribunal Member