



# Civil Resolution Tribunal

Date Issued: May 27, 2024

File: SC-2023-001462

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Siggers v. The Owners, Strata Plan BCS 4499*, 2024 BCCRT 481

BETWEEN:

DANNY SIGGERS

**APPLICANT**

AND:

The Owners, Strata Plan BCS 4499

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The respondent strata corporation, The Owners, Strata Plan BCS 4499 (strata), hired the applicant, Danny Siggers, who operates as A-BBY Landscape, for snow removal services. Mr. Siggers says the strata failed to pay part of his invoice for December 2022. He claims \$686.70. Mr. Siggers represents himself.

2. The strata says it purposely underpaid Mr. Siggers. It says Mr. Siggers overcharged it for jobs he did not do or did unnecessarily. It denies owing Mr. Siggers any more money. The strata is represented by a council member.

## **JURISDICTION AND PROCEDURE**

3. 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. In resolving disputes, the CRT must apply principles of law and fairness.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that 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. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUE**

7. The issue is whether the strata must pay Mr. Siggers \$686.70 for snow removal services.

## EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Siggers must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
9. The strata and Mr. Siggers signed a snow removal contract on November 10, 2022. Although in its submissions the strata seemed to argue Mr. Siggers’ prices were too high compared to their first choice of snow removal companies, I find this is irrelevant because by signing the contract, the strata agreed to Mr. Siggers’ pricing.
10. In any event, there is only one invoice at issue in this dispute. The parties agree the strata “short paid” Mr. Siggers’ invoice for December 2022 snow removal. The invoice was for \$4,561.20 and the strata undisputedly only paid \$3,874.50, leaving a balance of \$686.70, the amount claimed in this dispute.
11. The invoice charged for 10 applications of ice melt, 6 snow removals, and various charges for extra salt. I find the amounts charged are consistent with the amounts agreed to in the parties’ contract.
12. The strata says Mr. Siggers charged for work he did not do or did unnecessarily. Specifically, it says he did not remove snow on December 1 or 4 and unnecessarily salted on December 12. However, Mr. Siggers’ invoice does not charge for snow removal on December 1 or 4. It charges for snow removal on December 5, which the strata does not dispute was completed. It does charge for ice melt on December 12, which Mr. Siggers says was because the overnight temperature dropped below 0.
13. The parties’ contract says Mr. Siggers would provide ice melt whenever the temperature dropped below 0, and before and after a snow event. However, Mr. Siggers did not provide any evidence about the temperature on December 12 specifically, though he did provide temperatures for other dates. There is also no evidence about whether the December 12 ice melt application fell before or after a snow event. I find Mr. Siggers has not proven he was entitled to provide ice melt on

December 12 under the contract, so I find he is not entitled to payment for that service (\$204.75 including GST).

14. The strata deducted further amounts from the invoice, but did not explain why. So, I find any further deductions unproven. I find the strata must pay the balance of Mr. Siggers' invoice, after deducting the December 12 ice melt application, for a total of \$481.95.
15. Mr. Siggers is entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from March 10, 2023, which is 30 days after the revised invoice's date, this equals \$28.83.
16. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Mr. Siggers was mostly successful, I find the strata must reimburse him \$175 in paid tribunal fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

17. Within 21 days of the date of this decision, I order the strata to pay Mr. Siggers a total of \$685.78, broken down as follows:
  - a. \$481.95 in debt,
  - b. \$28.83 in pre-judgment interest under the *Court Order Interest Act*,
  - c. \$175 in tribunal fees.
18. Mr. Siggers is also entitled to post-judgment interest, as applicable.

19. 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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Andrea Ritchie, Vice Chair