



# Civil Resolution Tribunal

Date Issued: May 28, 2024

File: SC-2023-005834

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *DB Central Computers & Design Inc. v. Macdonald*, 2024 BCCRT 484

B E T W E E N :

DB CENTRAL COMPUTERS & DESIGN INC.

**APPLICANT**

A N D :

JULIE MACDONALD

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

David Jiang

## INTRODUCTION

1. This dispute is about a partially unpaid invoice for supplying and installing residential security cameras. The applicant, DB Central Computers & Design Inc. (“DB”), says the respondent, Julie Macdonald, still owes \$3,174.29 for the equipment and installation services. It claims for payment of this amount.

2. Ms. Macdonald denies liability. She says DB 1) did not work the hours claimed, 2) installed the cameras poorly leaving gaps in surveillance coverage, 3) did not provide her app access to the cameras for a month, 4) did not fix issues including gaps in recording and unreliable motion detection by the cameras, and 5) provided a final invoice that far exceeded DB's original quote.
3. Dean Funk is DB's owner and representative. Ms. Macdonald represents herself.
4. For the reasons that follow, I find DB has proven its claim.

## **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. In resolving disputes, the CRT must apply principles of law and fairness.
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 court.
8. 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.

## **ISSUES**

9. The issues in this dispute are as follows:
  - a. Does Ms. Macdonald owe DB \$3,174.29 for supplying and installing a security camera system?
  - b. Is Ms. Macdonald entitled to any reductions in the alleged amount owing?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, DB as the applicant 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.
11. The evidence shows that DB provided a written estimate of \$5,941.38 to Ms. Macdonald on August 3, 2022. The estimate included providing 6 cameras, equipment to mount and connect them in a network, and labour to install the equipment at an hourly rate of \$80.
12. Some of Ms. Macdonald's submissions suggest this price was a fixed-price quote. I respectfully disagree with this characterization. The document said in bold at the bottom, "THIS IS AN ESTIMATE". It also warns, "Please note these prices are subject to change". So, I find DB was not bound by the estimate price and could exceed it, depending on the circumstances.
13. DB provided a "ticket communication log" as evidence. DB says the log shows all its text messages with Ms. Macdonald from July 12 to December 1, 2022. The log is both lengthy and detailed and Ms. Macdonald did not provide any other messages for this time period. So, I accept it is accurate and comprehensive.
14. In summary the log shows the following. Ms. Macdonald agreed to the work. She asked questions about equipment specifications and DB provided them in PDF files. I note Ms. Macdonald says DB failed to provide such information, but the log

contradicts this. Ms. Macdonald provided DB a \$4,000 deposit in November 2022. She also asked DB to install an additional door lock camera and smart door lock in November 2022. DB agreed to these changes, and I find they were extra work beyond the original estimate. The logs do not show any indication that Ms. Macdonald expressed dissatisfaction with the equipment or level of service at the time.

15. DB issued a final invoice on December 1, 2022 for \$7,174.29. The invoice also reflected Ms. Macdonald's deposit of \$4,000, leaving a balance owing of \$3,174.29. This equals the claim amount.
16. DB says, and I agree, that the cost of additional equipment explains the difference between the \$5,941.38 estimate and final invoice of \$7,174.29. I find this evident when I compare the estimate and invoice line entries side by side. I find it likely DB provided the additional equipment to accommodate Ms. Macdonald's request for a smart door lock and door lock camera. I also note that the final labour cost was \$1,820, which was less than the estimated labour cost of \$1,920. So, I find the extra cost was due to extra equipment and not labour.
17. Ms. Macdonald did not pay the balance owing. DB says Ms. Macdonald did not complain or raise any issues for some time. I agree as there is no documentary evidence she complained about the equipment or installation until after DB sent a March 15, 2023 email stating the invoice was over 90 days past due.
18. In a March 25, 2023 email, Ms. McDonald said the cameras had inconsistent motion detection, were placed in the wrong areas leading to poor coverage and had less range than she expected. She also wanted an explanation for the increase in cost. She said she was "prepared to pay the balance but really need answers to these questions". In a March 30, 2023 email, DB offered to pick up the equipment with a 20% restocking fee, without any refund for labour costs. Ms. Macdonald did not choose this option.
19. I turn to the parties' legal position. It is undisputed that DB provided and installed the equipment. So, I find it has shown it is entitled to payment unless its work is deficient.

Ms. Macdonald has the burden of proving such deficiencies. See *Absolute Industries v. Harris*, 2014 BCSC 287 at paragraph 61.

20. As evidence, Ms. Macdonald provided an annotated photo of her house and a photo of her logbook for the month of January 2023. She says both documents show that DB installed the cameras in the wrong areas, leaving recording gaps, and that the motion sensors did not always activate.
21. Overall, I find this evidence is insufficient to prove any deficiencies in DB's work. I am unable to determine the cameras' field of view, range, or motion sensitivity from the house photo. There is no footage before me to show if the cameras failed to record anything. The logbook has Ms. Macdonald's brief written comments about the cameras failing to detect a cat, a deer, and a moose. However, given the lack of context and supporting evidence, I find it unproven that this means DB's work or provided equipment were deficient.
22. Ms. Macdonald also says DB did not work the 22.75 hours listed on the final invoice, and that DB did not provide her app access to the cameras for a month. As it is undisputed that DB installed and provided the system and documented the hours worked in the invoice, I find Ms. Macdonald has the burden of proving these allegations as well. I find they are unsupported by any documentary or independent evidence. For example, there is no third-party quote or opinion evidence to show DB's price or its hours worked were unreasonable. There is no indication Ms. Macdonald complained about the app access in January 2023. So, I find these submissions unpersuasive and unproven.
23. As noted earlier, Ms. Macdonald also says that DB's final invoice unreasonably exceeded DB's original quote. However, I have already found that Ms. Macdonald's request for DB to add additional features to the security system explains the price difference.
24. Given the above, I order Ms. Macdonald to pay DB the outstanding balance of \$3,174.29. The *Court Order Interest Act* applies to the CRT. DB is entitled to pre-

judgment interest on the debt of \$3,174.29 from December 15, 2022, the due date stated on the invoice, to the date of this decision. This equals \$219.15.

25. 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 DB is entitled to reimbursement of \$175 in CRT fees. DB did not claim any dispute-related expenses.

## **ORDERS**

26. Within 30 days of the date of this order, I order Ms. Macdonald to pay DB a total of \$3,568.44, broken down as follows:
- a. \$3,174.29 in debt,
  - b. \$219.15 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$175 in CRT fees.
27. DB is entitled to post-judgment interest, as applicable.
28. 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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David Jiang, Tribunal Member