



Civil Resolution Tribunal

Date Issued: June 7, 2024

File: SC-2022-001166

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Giraud v. Saran Appraisals & Consulting Ltd.*, 2024 BCCRT 515

BETWEEN:

ALEXANDER GIRAUD

APPLICANT

AND:

SARAN APPRAISALS & CONSULTING LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about property appraisal charges. Alexander Giraud says Saran Appraisals & Consulting Ltd. (Saran) overcharged him for property appraisal reports. Mr. Giraud claims \$5,000 for the alleged overcharges.

2. Saran disputes Mr. Giraud's claims. Saran says it clearly outlined its appraisal fees, and Mr. Giraud agreed to them. Saran says it only charged Mr. Giraud the fees he agreed to. Saran also says some of Mr. Giraud's claims are out of time under the *Limitation Act*.
3. Mr. Giraud is represented by a lawyer. Saran is represented by one of its owners, Jasminder Saran.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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

8. The issues in this dispute are:

- a. Whether any of Mr. Giraud's claims are out of time under the *Limitation Act*, and
- b. Did Saran overcharge Mr. Giraud, and if so, what amount must Saran reimburse Mr. Giraud?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Giraud must prove his claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.

Are any of Mr. Giraud's claims out of time under the Limitation Act?

10. As noted, Saran alleges some of Mr. Girard's claims were filed outside the limitation period.
11. Section 6 of the *Limitation Act* says that a claim must be started within 2 years of when it was "discovered". Section 8 says a claim is discovered on the first day when a person knew, or reasonably ought to have known, that a loss occurred, that it was caused or contributed to by an act or omission of the person against whom a claim could be made, and that a court or tribunal proceeding would be an appropriate way to remedy the loss.
12. Mr. Giraud applied to the CRT on February 13, 2022, and so if any of his claims arose before February 13, 2020, those claims are out of time. Saran submitted 2 appraisal reports and 2 invoices in evidence. The first report and corresponding \$4,935 invoice are both dated January 30, 2020 (First Report). The second report and corresponding \$2,100 invoice are both dated February 14, 2020 (Second Report).
13. Saran says Mr. Giraud did not bring his claim for alleged overcharges for the First Report within the limitation period. Mr. Giraud did not respond to this allegation, despite having the opportunity to do so. The First Report was issued and invoiced

before February 13, 2020, and there is no evidence to suggest Mr. Giraud did not become aware of the charges until after February 13, 2020. Given this, I find Mr. Giraud's claim for reimbursement for any alleged overcharges for the First Report is out of time under the *Limitation Act*.

14. However, the Second Report was issued and invoiced after February 13, 2020. So, to the extent Mr. Giraud's claim is for any alleged overcharge for the Second Report, I find that aspect of his claim is not out of time under the *Limitation Act*. However, the Second Report charges total just \$2,100, and Mr. Giraud claimed reimbursement of \$5,000 for the alleged overcharges. Given this, I find Mr. Giraud's claim for alleged overcharges is limited to the \$2,100 charged for the Second Report.

Did Saran overcharge Mr. Giraud, and if yes, what amount must Saran reimburse Mr. Giraud?

15. Mr. Giraud says \$7,000 for the First Report and Second Report is very expensive. As noted, I have found Mr. Giraud's claim for alleged overcharges for the First Report is out of time, and so I have not addressed it. With that, I turn to the \$2,100 Saran charged Mr. Giraud for the Second Report.
16. Emails between the parties show that after Mr. Giraud received the First Report, he asked Saran to provide an "estimate hypothetical value" for the same property based on a number of assumptions about the property. In response, Saran said it could provide a "Hypothetical Appraisal" report based on several assumptions as set out in the parties' emails. Saran quoted \$2,000 plus GST for this Second Report. Mr. Giraud asked if Saran could provide the Second Report for \$1,000, and Saran advised that it could not. In his January 31, 2020 email response, Mr. Giraud explicitly agreed to Saran's \$2,000 quote and told Saran to charge \$2,000 to his credit card. Saran charged Mr. Giraud a \$1,000 retainer and advised Mr. Giraud the balance would be charged when the Second Report was completed. The Second Report was completed and provided on February 14, 2020. It is undisputed that Mr. Giraud paid for the Second Report in full. Given the parties' emails detailed above, I find Mr. Giraud agreed to pay \$2,000 plus GST for the Second Report.

17. Mr. Giraud also submitted emails from other appraisal companies with lower quotes for appraisals. However, given that I have already found Mr. Giraud explicitly agreed to Saran's quote for the Second Report, nothing turns on these other quotes.
18. Mr. Giraud also alleges that Saran's appraisal reports did not contain the necessary information. He says Saran should have included the information in the Second Report in the First Report to begin with, and also says the reports included some overlapping information. Generally, expert evidence is required when a customer alleges that a professional's work fell below a reasonably competent standard because an ordinary person does not know the standards of a particular profession or industry, such as property appraisals. The exceptions to this general rule are when the work is obviously substandard, or the deficiency relates to something non-technical. See *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.
19. In this dispute, I find nothing obviously substandard about Saran's appraisals. I find expert evidence is required to determine whether Saran's appraisals fell below the standard expected of a reasonably competent property appraiser. Mr. Giraud provided no expert evidence to support his allegations that Saran's appraisals did not require the necessary information or were duplicative. So, find this allegation unproven. It follows that I find Mr. Giraud has not proved Saran overcharged him for the Second Report, and I dismiss his claims.

CRT fees and expenses

20. 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. However, none of the parties paid CRT or claimed dispute-related expenses. So I award none.

ORDER

21. I dismiss Mr. Giraud's claims and this dispute.

Leah Volkers, Tribunal Member