



Civil Resolution Tribunal

Date Issued: June 14, 2024

File: SC-2023-005967

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sevick v. My Upgrade Living Incorporated*, 2024 BCCRT 548

BETWEEN:

GREGORY SEVICK

APPLICANT

AND:

MY UPGRADE LIVING INCORPORATED

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about plumbing work. The applicant, Gregory Sevick, hired the respondent, My Upgrade Living Incorporated (MULI), to renovate his condominium. Mr. Sevick says that MULI's plumbing work was deficient, and it agreed to reimburse him for repairs. He says MULI breached their agreement and claims \$1,416.98 as reimbursement.

2. MULI denies liability. It says Mr. Sevick's claim description is "generally accurate", except it did not agree to reimburse Mr. Sevick. Instead, it said it would "discuss" the matter afterwards.
3. Mr. Sevick represents himself. An employee or principal represents MULI.
4. For the reasons that follow, I find Mr. Sevick has proven his 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.

ISSUE

9. The issue in this dispute is whether MULI must reimburse Mr. Sevick \$1,416.98 for plumbing repairs.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Sevick as the applicant must prove his 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. MULI did not provide any evidence or submissions though it had the opportunity to do so. So, I have relied on its statements in its Dispute Response.
11. As noted above, Mr. Sevick hired MULI for condominium renovations. The parties documented their agreement in a fixed-price quote dated September 1, 2021 plus a November 10, 2022 change order for extra work. In total MULI charged \$176,380.09 for the work. Mr. Sevick paid this amount as shown in the parties' November 14, 2022 email.
12. The quote showed that the work included renovations of the toilet, shower, sink, and faucet, and plumbing throughout the home to complete this work. Mr. Sevick says the plumbing work was deficient. Mr. Sevick has the burden of proving such deficiencies. See *Absolute Industries v. Harris*, 2014 BCSC 287 at paragraph 61. However, as MULI said Mr. Sevick's claim description was "generally accurate" and did not dispute this allegation, I conclude MULI admits its plumbing work was deficient.
13. Had MULI disagreed, I would still find MULI's work was deficient. This is because the work failed a municipal inspection dated March 28, 2023. It said that ABS piping for the drains was unacceptable. MULI texted Mr. Sevick that same day that it would "get another plumber to do it". I find this shows the parties agreed the plumbing work was unacceptable and MULI had an obligation to fix it.
14. In a May 10, 2023 text MULI subsequently recommended that Mr. Sevick hire his own plumber "and then we sort it out after". Mr. Sevick did so and paid \$1,416.98 for

repairs as shown in a May 22, 2023 invoice. Mr. Sevick emailed the invoice to MULI. There is no indication MULI responded.

15. The parties disagree on whether MULI agreed to reimburse Mr. Sevick. I find that little turns on this. This is because I have already found that MULI's work was deficient. As such, by failing to remedy the deficiencies, I find MULI breached the contract. I find that the proper measure of Mr. Sevick's damages is the invoice amount of \$1,416.98. There is no evidence or submission that suggests this amount is unreasonable. So, I order MULI to pay this amount to Mr. Sevick.
16. The *Court Order Interest Act* applies to the CRT. Mr. Sevick is entitled to pre-judgment interest on damages of \$1,416.98 from May 22, 2023, the date of the invoice, to the date of this decision. This equals \$75.78.
17. 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 Mr. Sevick is entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

18. Within 30 days of the date of this order, I order MULI to pay Mr. Sevick a total of \$1,617.76, broken down as follows:
 - a. \$1,416.98 as damages,
 - b. \$75.78 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
19. Mr. Sevick is entitled to post-judgment interest, as applicable.
20. 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.

David Jiang, Tribunal Member