



Civil Resolution Tribunal

Date Issued: June 17, 2024

Files: SC-2023-003687
and SC-2023-007136

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Fehling's Sheet Metal Ltd. v. Cates*, 2024 BCCRT 557

B E T W E E N :

FEHLING'S SHEET METAL LTD.

APPLICANT

A N D :

BEVERLY CATES

RESPONDENT

A N D :

FEHLING'S SHEET METAL LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. These disputes are about the installation of a heat pump system. This decision relates to two linked disputes, SC-2023-003687 and SC-2023-007136, that I find are a claim and a counterclaim involving the same parties and related issues. So, I have issued one decision for both disputes.
2. Fehling's Sheet Metal Ltd. supplied and installed a heat pump system in Beverly Cates' home. Ms. Cates has not fully paid Fehling's for this work. Fehling's claims \$3,869.75 for its outstanding invoice.
3. Ms. Cates says Fehling's damaged her blinds when installing the heat pump system, so she is not required to pay the invoice. She counterclaims \$2,265 for the cost of repairing the damaged blinds.
4. Fehling's denies damaging the blinds. It says Ms. Cates' blinds were already damaged before it installed the heat pump.
5. Fehling's is represented by a lawyer, Siddhant R. Srivastava. Ms. Cates is self-represented.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.

8. 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.
9. 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.
10. Although the parties did not raise it, I considered whether Ms. Cates' counterclaim is out of time. Section 13 of the CRTA says the *Limitation Act* applies to the CRT. The *Limitation Act* creates a 2-year limitation period for most claims, including this one. Under section 8 of the *Limitation Act*, the limitation period starts running when a person discovers their claim.
11. Ms. Cates discovered her claim on April 8, 2021, and she applied to the CRT for dispute resolution on June 13, 2023. If this was a standalone claim, this would mean that Ms. Cates' claim would be out of time and would be dismissed. However, section 22 of the *Limitation Act* allows a party to bring a counterclaim if it is connected or related to the original claim, even if the applicable limitation period for the counterclaim has expired. I am satisfied that Ms. Cates' counterclaim is related to Fehling's primary claim, which it brought within the applicable limitation period. So, I find Ms. Cates' claim is not out of time. I address the merits of both claims below.

ISSUES

12. The issues in this dispute are:
 - a. Is Fehling's entitled to \$3,869.75 for its outstanding invoice?
 - b. Is Ms. Cates entitled to \$2,265 for the cost of replacing her damaged blinds?

EVIDENCE AND ANALYSIS

13. As the applicant in this civil proceeding, Fehling's must prove its claims on a balance of probabilities, which means more likely than not. Likewise, Ms. Cates must prove her counterclaim to the same standard. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.

Is Fehling's entitled to \$3,869.75 for its outstanding invoice?

14. On March 18, 2021, Fehling's quoted Ms. Cates \$7,869.75 to supply and install a two-zone ductless heat pump system in her home, with 50% due upon ordering and 50% due when installation was complete. Ms. Cates agreed to the quote and payment terms. Although neither of the parties expressly say so, I find the balance of the evidence shows that Ms. Cates paid Fehling's \$4,000 when she agreed to the quote.

15. On April 8, 2021, Fehling's installed the heat pump system in Ms. Cates' home. On the same date Fehling's invoiced her \$3,869.75 for the balance of the quote amount, with payment due on April 18, 2021.

16. Ms. Cates says Fehling's damaged her bedroom blinds when installing the heat pump system, so she initially refused to pay the invoice. On June 10, 2021, Ms. Cates sent Fehling's a cheque for \$1,439 by registered mail. She says this was the invoice amount less the cost of replacing her damaged blinds. Fehling's did not accept delivery of the cheque, and Ms. Cates retrieved it from the post office.

17. Ms. Cates has not paid Fehling's for the invoice, and she does not allege any deficiencies with the heat pump system. So, I find Ms. Cates must pay Fehling's \$3,869.75 for the invoice, subject to any setoff for her counterclaim, which I address below.

Is Ms. Cates entitled to \$2,265 for the cost of replacing her damaged blinds?

18. Ms. Cates says that immediately after Fehling's installed her heat pump system, she noticed her bedroom blinds were damaged. She says Fehling's damaged the blinds

while mounting the heat pump unit above her bed. Fehling's denies damaging Ms. Cates' blinds and says the blinds were already damaged before it installed the heat pump system.

19. Despite the parties' disagreement on this point, I find it is unnecessary to determine whether Fehling's damaged Ms. Cates' blinds. I say this because I find Fehling's agreed to replace Ms. Cates' bedroom blinds. The evidence shows that after Ms. Cates contacted Fehling's to notify them about the damage, the parties had many communications about how to address it. In a May 12, 2021 email to Ms. Cates, Fehling's said, "we will replace the blinds in the bedroom." In the context of the parties' communications, I find Fehling's agreed to pay to replace both sets of blinds in Ms. Cates' bedroom.
20. Ms. Cates claims \$2,265 as the blinds' replacement cost. She submitted a quote from Skyview Closets & Blinds for this amount. Fehling's has not provided any evidence that the amount claimed is unreasonable, and so I find Ms. Cates is entitled to \$2,265 to replace her bedroom blinds.
21. In summary, I find Ms. Cates must pay Fehling's \$1,604.75, which is the \$3,869.75 invoice amount, less the \$2,265 replacement cost.
22. The *Court Order Interest Act* applies to the CRT. Fehling's is entitled to pre-judgment interest on the \$1,604.75 owing calculated from April 18, 2021, which is the invoice due date, to the date of this decision. However, since Ms. Cates tried to pay \$1,439 towards the invoice on June 10, 2021, I find Fehling's is only entitled to interest on the \$165.75 difference after that date. I find the total amount of interest owing is \$15.41.
23. 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. Since both parties were somewhat successful, I find each party must bear their own CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

24. Within 14 days of the date of this order, I order Ms. Cates to pay Fehling's a total of \$1,620.16, broken down as follows:
- a. \$1,604.75 as payment for the invoice balance, and
 - b. \$15.41 in pre-judgment interest under the *Court Order Interest Act*.
25. Fehling's is entitled to post-judgment interest, as applicable.
26. 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.

Sarah Orr, Tribunal Member