



Civil Resolution Tribunal

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File: SC-2023-005530

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Juiced Digital Agency Inc. v. Mutiny Inflatables Inc.*, 2024 BCCRT 572

B E T W E E N :

JUICED DIGITAL AGENCY INC.

APPLICANT

A N D :

MUTINY INFLATABLES INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about an allegedly deficient davits installation on a dinghy. The applicant, Juiced Digital Agency Inc. (Juiced), hired the respondent, Mutiny Inflatables Inc. (Mutiny), to install davits on one of its dinghies. Juiced claims a refund

of \$828.97 paid to Mutiny for work it says damaged its boat and dinghy. Juiced claims a further \$4,000 in lost income as it says it was out of business for 6 weeks.

2. Mutiny says it installed the davits on the dinghy to Juiced's specification, and the issue was instead a problem with the new dinghy's weight and Juiced's refusal to install the proper system.
3. Juiced is represented by an employee. Mutiny is represented by a director.

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. In resolving disputes, the CRT must apply principles of law and fairness.
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 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. Is Juiced entitled to a refund of \$828.97 from Mutiny?
 - b. Is Juiced entitled to \$4,000 in lost income?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Juiced must prove its claims on a balance of probabilities, meaning more likely than not. 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.
10. I note the parties both discuss a later, unpaid \$550 invoice in their submissions. However, Mutiny did not make a counterclaim for this unpaid invoice and so I will not deal with it any further.
11. The following facts are undisputed:
 - a. Mutiny had previously worked for Juiced.
 - b. Mutiny initially installed the davit pads from Juiced's old dinghy onto the new dinghy.
 - c. Juiced was unhappy with the placement, as the handle was catching, so Mutiny moved the pads and installed a lifting ring.
 - d. Juiced paid Mutiny's invoice of \$828.97 for this installation.
 - e. Mutiny at one point offered to provide a replacement dinghy, but did not.
 - f. Juiced tried to follow up with Mutiny, but Mutiny stopped responding.
12. Neither party provided clear details on the davits' setup. However, I infer that Mutiny was responsible for installing pads on the dinghy, which would then attach to a portion of the system attached to the "swim grid", which is a part of the boat. Based on the

invoice and Mutiny's submissions, I find Mutiny did not do any work on the swim grid itself.

13. Mutiny says it installed the pads at the location chosen by PT, the owner of Juiced. When PT informed Mutiny the pad location was interfering with the handles, Mutiny says it took the dinghy back to the shop and moved the pads. Juiced does not dispute this, and it paid Mutiny for this work.
14. Juiced provided a video of someone, I infer the owner of Juiced, showing the issues with the davits' location and with a ring on the dinghy. They also describe in the video that the dinghy is too heavy to lift. This video is clearly directed to someone at Mutiny, to come to a solution. Juiced does not say when this video was taken. I find this video was taken before Mutiny fixed davits' location. I also find there is no obvious damage shown to the boat or dinghy in the video.
15. Juiced also provided several photos of the dinghy attached to the swim grid. I find the photos show that the dinghy does appear angled and to extend beyond the swim grid. However, Juiced again does not say whether these photos were taken before or after Mutiny fixed the placement. I also find there is no obvious damage to the dinghy or the swim grid in those photos, and certainly not the "terrible mess" Juiced says Mutiny caused.
16. Finally, Juiced relies on a message from LRH, who says they are a retired marine technician. In their message, LRH describes helping PT, the owner of Juiced, install the dinghy onto the swim grid. LRH describes the new dinghy as "large and difficult to maneuver". LRH also says the dinghy is out of alignment with the swim grid. LRH says this is because the dinghy pads were in the wrong spot and the attachments on the swim grid were drilled in the wrong spot. Finally, LRH says the dinghy and swim grid were "permanently disfigured".
17. I was not provided with other details on LRH's qualifications or their relationship to Juiced, though I infer they use the same marina as Juiced. CRT rules require that an expert be neutral, and not advocate for either side or party in a dispute. I find that

much of LRH's evidence was advocacy on behalf of Juiced or hearsay of what PT told them. So, to the extent LRH gives opinion evidence on the davits' placement or Mutiny's work, I put no weight on it.

18. Even considering LRH's as a non-expert witness, their evidence does not help Juiced. This is because LRH does not give further details about how the boat and dinghy are disfigured, and LRH confirms there was a problem with the attachment part on the swim grid. As I found above, Mutiny was not responsible for any work done on the swim grid.
19. I turn to the new dinghy Mutiny offered to purchase. Juiced does not claim for a new dinghy, but says it is evidence Mutiny knew it had damaged Juiced's boat. Mutiny says it made the offer out of frustration due to dealing with Juiced, but later decided it would be unfair. Generally, refunds are not admissions of liability, as there may be business or goodwill reasons for issuing them. See for example *Siemens v. Belmont Collision (1975) Ltd.*, 2021 BCCRT 678 at paragraph 23.
20. While Mutiny did not offer a refund in this case, I find the offer to purchase a new dinghy to be the same principle. So, I find I find Mutiny's offer to purchase a new dinghy was not an admission it damaged Juiced's boat or dinghy.
21. Based on the above, I find that Juiced has not proved that Mutiny damaged the dinghy or its boat.

Is Juiced entitled to a refund of the \$828.97 from Mutiny?

22. I also consider whether Juiced is entitled to a refund due to allegedly substandard work. At law a contractor is required to perform its work to a reasonable standard (see *Lund v. Appleford Building Company Ltd. et al.*, 2017 BCPC 91 at paragraph 124). The law does not require perfection. As the party alleging Mutiny's work was deficient, Juiced has the burden of proving that (see *Absolute Industries v. Harris*, 2014 BCSC 287 at paragraph 61). Generally, expert evidence is required to prove whether a professional's work fell below a reasonably competent standard. This is because an ordinary person does not know the standards of a particular profession or industry,

which I find includes davits installation. Exceptions to this general rule are when the work is obviously substandard, or the deficiencies relate to something non-technical (see *Schellenberg v. Wawanese Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112).

23. Mutiny provided a letter from JF, who I infer to be a salesperson from the company selling the davits. I infer Mutiny is providing this email as expert evidence to support its position that it was not the pads' location that was the problem, but the system used. As davits systems are outside the knowledge of an ordinary person, I find expert evidence is needed to determine which system should be used. JF says that given the new dinghy's weight, a "transom arc" needed to be installed. Bearing in mind CRT's flexible mandate, I accept JF as an expert in their company's products under CRT Rule 8.3.
24. It is undisputed that Mutiny sourced this transom arc and a contractor to install it as Mutiny does not work with fiberglass. Juiced says it refused this option due to cost.
25. While I accept that Juiced was unhappy with Mutiny's work, that does not mean it was deficient. Mutiny provided an alternative when the initial system failed, and Juiced chose not to have it installed. Juiced does not provide expert evidence that the work was deficient, and I find Mutiny's work was not obviously substandard. As detailed above, I also find Juiced has not proved Mutiny's work damaged its boat or dinghy.
26. So, I find Juiced is not entitled to a refund.

Is Juiced entitled to \$4,000 in lost income?

27. As I have found Mutiny is not responsible for any damage to Juiced's boat or dinghy, and their work was done to a reasonable standard, I find it is not responsible for any lost income. Even if I had, Juiced provided no evidence to support the alleged \$4,000 income loss, such as past invoices, or proof of cancelled trips.
28. 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. As Juiced was unsuccessful, I dismiss its claim for reimbursement of CRT fees. As Mutiny did not pay any CRT fees, none are awarded. Neither party claimed any dispute related expenses

ORDERS

29. I dismiss Juiced's claim and this dispute.

Amanda Binnie, Tribunal Member