



Civil Resolution Tribunal

Date Issued: May 21, 2025

File: SC-2024-003853

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Huen v. Mattar*, 2025 BCCRT 650

B E T W E E N :

MATTHEW HUEN and MI JIA GAO

APPLICANTS

A N D :

JAMIL MATTAR, NADA MATTAR, and JAD MATTAR

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. The applicants, Matthew Huen and Mi Jia Gao, bought a home from the respondents, Jamil Mattar, Nada Mattar, and Jad Mattar.
2. The applicants say the heat pump was not working on the possession date, in breach of the parties' contract of purchase and sale (CPS). They claim \$3,169.07 for the heat pump repair. The applicants are self-represented.

3. The respondents say the heat pump was working on the possession date. Jamil Mattar represents the respondents.
4. The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. The respondents did not provide their titles or pronouns so I will refer to them with gender neutral pronouns throughout this decision, intending no disrespect.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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. These are the CRT's formal written reasons.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I am properly able to assess and weigh the documentary evidence and submissions before me.
7. CRTA section 42 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.

ISSUES

8. The issues in this dispute are:
 - a. Was the heat pump in proper working condition on the possession date?

- b. If not, must the respondents pay the applicants \$3,169.07 for the heat pump's repair cost?

EVIDENCE AND ANALYSIS

- 9. As the applicants in a civil proceeding, Mr. Huen and Ms. Gao must prove their claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
- 10. The parties entered into the CPS on November 8, 2023. The CPS said the completion date was January 18, 2024, and the possession date was January 19, 2024.
- 11. The relevant terms in the CPS include:
 - a. Clause 3.7. The Seller warrants that all the appliances, heating, electric, and plumbing systems included in the purchase of this property will be in proper working conditions on the Possession Date.
 - b. Clause 7. INCLUDED ITEMS: The Purchase Price includes any ... electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection ...
 - c. Clause 8. VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on November 4, 2023.
- 12. As previous CRT cases have noted, the phrase in clause 3.7 "in proper working conditions" and the phrase in clause 8 "in substantially the same condition" are potentially inconsistent. However, no parties argue that the heat pump was not working when the applicants had the home inspected. So, I find CPS clause 3.7 which required the heat pump to be in proper working condition on January 19, 2024, the possession date, is the relevant contract term in this dispute.

13. The respondents say the applicants did a final walk through of the home on January 16, 2024, and did not mention the heat pump. The respondents say they had possession up to the closing date, and the heat pump was working when they left. They also argue that if the heat pump was not working, faults with mechanical equipment can occur at any time, and the heat pump failure occurred after the applicants took possession of the property.
14. The applicants say that when they arrived at the home on January 19, 2024, the heat pump would not heat above 15° C. Flooring contractor Jun Tan's witness statement said he was at the home on January 19, 2024 to measure the floors, and noticed the heat in the unit was not working.
15. Text messages between the parties' realtors confirm that the applicants told their realtor on January 19, 2024, that the heat pump was not working. The respondents' realtor texted back that the respondents said they were not liable for the heat pump.
16. The applicants say on January 19, 2024, the building concierge referred them to the building's designated contractor, Quick Cool Heating and Air Conditioning (Quick Cool). Quick Cool's January 23, 2024 service invoice says it was called for service due to "heat pump not working." The invoice noted a suspected refrigerant leak, and listed the freeze sensor protection measurements. The invoice also noted a separate estimate would be provided to locate and fix the leak. The service invoice totalled \$173.25.
17. On January 24, 2024, Quick Cool provided an estimate to cut the drywall to access the heat pump, disconnect the electrical/ductwork/plumbing, deliver the unit for testing, and locate the leak. It said it would then provide a quote for the repair. The estimate also provided it did not include drywall repair, paint, equipment reconnection, or startup. Quick Cool's February 2, 2024 invoice of \$2,418.32 notes it cleaned the COAX heat exchange, replaced compressor capacitor, topped up the refrigerant, reconnected and started the unit.

18. Jun Tan Flooring Construction Ltd.'s February 5, 2024 invoice to fix drywall and to paint was \$577.50.
19. The respondents provided heating invoices for October, November, and December 2023. They did not provide the January 2024 heating invoice. However, I do not know the significance of the respondents having paid for heating for those months, as I do not know if a malfunctioning heat pump consumes the same amount of power as a heat pump in proper working condition.
20. I find I do not need expert evidence to determine that a heat pump that only heats to 15° C is not in proper working condition. I find this is common knowledge.
21. Given the applicants' realtor was advised on January 19, 2024, that the heat pump did not work, the flooring contractor noted the same day that the heat was not working, and Quick Cool attended at the home to diagnose the problem on January 23, 2024, I find the applicants have proved it is more likely than not that the heat pump was not working properly on the day the applicants took possession of the property as required by the CPS.
22. So, I find the heat pump was not in "proper working condition" on the possession date, and the respondents breached the CPS.
23. Damages for breach of contract are meant to put the innocent party in the same position they would have been in had the contract been performed.¹ I find that reimbursement for the 3 invoices the applicants paid to fix the heat pump and restore the ceiling an appropriate amount.
24. I order the respondents, jointly and severally, to pay the applicants \$3,169.07 for the cost to repair the heat pump, restore the drywall, and paint.

Interest

25. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the invoices from the date of each invoice to the date of this decision. This equals \$189.03.

CRT Fees

26. Under CRTA section 49 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 find the applicants are entitled to reimbursement of \$175 in CRT fees. The respondents did not pay CRT fees. No party claimed dispute-related expenses.

ORDERS

27. Within 14 days of this decision's date, I order the respondents, jointly and severally, to pay the applicants a total of \$3,533.10, broken down as follows:

- a. \$3,169.07 as reimbursement the heat pump repairs,
- b. \$189.03 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

28. The applicants are entitled to post-judgment interest, as applicable.

29. This is a validated decision and order. Under CRTA section 58.1, 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.

Deanna Rivers, Tribunal Member

¹ *Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319.