



# Civil Resolution Tribunal

Date Issued: June 30, 2025

File: SC-2024-004045

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *A.S.A.P. Ventures Ltd. v. Bell*, 2025 BCCRT 890

B E T W E E N :

A.S.A.P. VENTURES LTD.

**APPLICANT**

A N D :

SIMON BELL

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Megan Stewart

## INTRODUCTION

1. The applicant, A.S.A.P. Ventures Ltd. (ASAP), says the respondent, Simon Bell, refused to pay for appliance installation services rendered. It claims \$582.75 for those services. ASAP is represented by an employee.

2. The respondent says ASAP did not install the fan for his gas range as agreed. So, he says he does not owe ASAP anything. The respondent is self-represented.

## **JURISDICTION AND PROCEDURE**

3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.
4. 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. Here, I find 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 an oral hearing is not necessary in the interests of justice.

## ***Evidence***

5. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
6. In submissions, the respondent says he was having trouble uploading his 14 pieces of evidence to the CRT's portal. There are only 11 pieces of documentary evidence from the respondent in the portal. I asked staff whether the respondent had contacted them about evidence upload issues, and they confirmed he had not. I considered offering the respondent the chance to submit his additional three pieces of evidence. However, given my decision to dismiss ASAP's claims in any case, I found there was no prejudice to the respondent in not making that offer.

## ISSUES

7. The issues in this dispute are:
  - a. Did ASAP provide the disputed appliance installation services?
  - b. If so, is it entitled to the \$582.75 it claims?

## EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, ASAP 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 information I find necessary to explain my decision. ASAP did not provide final reply submissions, despite being given the chance to do so.

### ***Background***

9. In 2022, the respondent contacted ASAP about installing a fan for his gas range. ASAP's technician performed a pre-site inspection, described on ASAP's website as a "service to measure your current cabinet dimensions and provide the best options to fit the space". The respondent provided a screenshot of this description from the website on January 4, 2025. ASAP does not say it was any different in 2022, so I find it was not. The respondent paid ASAP's \$157.50 pre-site inspection invoice.
10. There is no dispute that the respondent had to complete certain prep-work before ASAP installed the fan. The technician's August 3, 2022 pre-site inspection notes document that work, which included:
  - a. Reversing the fan's "blower box",
  - b. Cutting a hole for venting in the exterior wall, sealing the hole, and re-routing piping into the cabinet for side venting,
  - c. Ensuring the electrical system was wired for a 110V circuit and 15 amp service, and

d. Moving the gas line.

11. On March 14, 2023, the respondent wrote back to ASAP that he had moved the gas line and properly wired the electrical system. Though there is no documentary evidence of this, the respondent says the parties agreed he would “run” the vent himself after the fan had been installed, and ASAP would perform the installation without side venting. So, the respondent did not cut and seal a hole in the exterior wall, or re-route the pipes for side venting. It is undisputed that the fan was reversible.
12. ASAP advised the respondent that because it had been so long since the first pre-site inspection, the technician would need to conduct a second one, free of charge, on March 27, 2023. The technician’s second pre-site inspection notes record that the respondent needed to remove shelving, a cabinet base, and venting in the cabinet behind the range.
13. The installation was scheduled for April 14, 2023. The technician’s May 5, 2023 notes indicate that on arrival, they discovered the respondent’s fan could not be installed with the range in front of it. The technician recommended exchanging the “downdraft” for a “best downdraft”, which the respondent undisputedly did.
14. The parties scheduled a third pre-site inspection for July 28, 2023. The technician’s notes from that visit show the fan needed certain supports, and a “rectangular vent piece ordered and on site”. However, ASAP agreed to install the new “pop up and blower”, leaving the respondent to finalize the venting.
15. On August 25, 2023 ASAP returned to complete the installation. The technician’s notes record “NO GO. GONGSHOW, WE CANNOT INSTALL HIS FAN. Multiple multiple visits and still not ready so we are walking”. A second set of notes indicate the “required changes were not completed”, and a “back mounted blower” would be the respondent’s best option. This appears to be ASAP’s last attempt to install the respondent’s fan.

***Did ASAP provide the disputed appliance installation services?***

16. ASAP says it is entitled to payment for its visits in 2023. It also says the reason it did not complete the fan installation is that the respondent did not comply with its site-preparation instructions.
17. I find the evidence does not support ASAP's position.
18. First, the technician's notes for the second pre-site inspection on March 27, 2023 do not include anything about reversing the "blower box", or cutting and sealing a hole in the exterior wall and re-routing piping for side-venting. Based on this and the respondent's unchallenged assertion that the parties agreed he would do the venting after ASAP had installed the fan, I find ASAP no longer required the respondent to complete this prep-work.
19. Second, there is no evidence that ASAP could not install the fan on April 14, 2023 because the respondent had not completed the prep-work identified in the second pre-site inspection notes. If this had been the case, I would have expected it to be documented. Instead, the notes say the "downdraft" the respondent had purchased would not "work" with a range in front of it, without explaining why. There had already been two pre-site inspections. Based on the prep-work ASAP required the respondent to complete, I find ASAP knew which fan he had purchased. So, I find the fact that the respondent's fan could not be installed on April 14, 2023 was the result of ASAP's error, not the respondent's.
20. Third, it is undisputed that the respondent provided ASAP with the new fan's installation instructions on July 10, 2023. As mentioned above, the notes of the July 28, 2023 pre-site inspection show ASAP agreed to install the "pop up and blower". There is nothing to suggest the respondent had to complete any more prep-work before installation, since the respondent was doing the venting.
21. Fourth, there is nothing to explain why ASAP felt the respondent was not ready and had not completed the required changes when its technician came to install the fan on August 25, 2023. Given the information above, I find this was not the case.

22. ASAP also says the respondent wanted to “jimmy-rig the installation”. I infer this means the respondent wanted to cut corners, since ASAP says that as a manufacturer-authorized installer, it was bound to follow the manufacturer’s specifications. However, the respondent denies asking ASAP to deviate from the manufacturer’s specifications. ASAP did not provide any examples that he did. So, I find ASAP has not proven this part of its claim.
23. In sum, I find the respondent did not fail to comply with ASAP’s site-preparation instructions as alleged. Instead, I find ASAP repudiated the parties’ contract on August 25, 2023, by indicating it had no intention of following through on its obligation to install the respondent’s fan. In addition, I find ASAP has not proven it is entitled to the \$582.75 it says the respondent owes it for the visits before it repudiated the contract. This is because there is no evidence to support this amount or explain what it is for, such as an invoice. I dismiss ASAP’s claim.
24. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. ASAP was unsuccessful, so I dismiss its claim for CRT fees. The respondent did not pay fees, and neither party claims dispute-related expenses.

## **ORDER**

25. I dismiss ASAP’s claims.

---

Megan Stewart, Tribunal Member