



# Civil Resolution Tribunal

Date Issued: September 17, 2025

File: SC-2023-009603

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Direct Roofing and Waterproofing Ltd. v. Fraser Valley Inn Ltd.*,

2025 BCCRT 1303

B E T W E E N :

DIRECT ROOFING AND WATERPROOFING LTD.

**APPLICANT**

A N D :

FRASER VALLEY INN LTD.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Jeffrey Drozdiak

## INTRODUCTION

1. This dispute is about an unpaid invoice.
2. The applicant, Direct Roofing and Waterproofing Ltd. (Direct Roofing), says the respondent, Fraser Valley Inn Ltd. (FVI), hired it to complete roof repairs. Direct

Roofing says FVI has not paid its invoice. It claims \$4,165.01 for the unpaid amount.

3. FVI says the work claimed was not completed or was completed incorrectly. It also says the work caused a water leak and substantial damage.
4. Direct Roofing is represented by its owner. FVI was initially represented by a lawyer, but it is now represented by its president.

## **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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
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. I considered the potential benefits of an oral hearing. Here, there are no significant credibility issues, and I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. Overall, I find that an oral hearing is not necessary in the interests of justice, and I decided to hear this dispute through written submissions.
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.
8. Under CRTA section 48(1), in resolving this dispute, the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUE**

9. The issue in this dispute is whether FVI must pay Direct Roofing's invoice.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, Direct Roofing, as the applicant, must prove its claims on a balance of probabilities (meaning "more likely than not"). FVI had the opportunity to provide documentary evidence and submissions but did not do so. So, I have relied on FVI's statements in its Dispute Response filed at the start of this proceeding.
11. I have read the Dispute Notice, Dispute Response, and Direct Roofing's submissions and evidence. However, I only refer to the evidence and argument that I find relevant to provide context for my decision.
12. Direct Roofing says FVI's manager, K, asked it to repair the roof at the Fraser Valley Inn. It says it told K that the repairs may or may not work because the roof was in poor condition.
13. Direct Roofing's October 1, 2021 invoice says 4 workers each spent 7.5 hours repairing the roof, totaling 30 hours. At \$85 per hour, Direct Roofing charged \$2,550, plus tax, for labour. Direct Roofing also charged \$1,416.67, plus tax, for SBS cap sheets, cold ply adhesive, sopramastic, and shop supplies. I find there is nothing inherently unreasonable about Direct Roofing's charges, and FVI does not dispute the amounts.
14. In the Dispute Response, FVI says the work claimed was not completed or was completed incorrectly. It also says the work caused a water leak and substantial damage. FVI did not provide submissions to further explain these statements. It also did not provide any documentary evidence to support them. So, I place no weight on FVI's statements in the Dispute Response.

15. More importantly, in the Dispute Response, FVI only refers to the work completed by “Glacier Valley Roofing Inc.” It does not mention any work completed by Direct Roofing. Since FVI did not provide any documentary evidence or submissions, I infer FVI reviewed Direct Roofing’s evidence and decided its original statements were not correct.
16. Based on the evidence before me, I am satisfied that Direct Roofing completed the roof repairs listed in its invoice. So, I order FVI to pay Direct Roofing \$4,165.01.

## **INTEREST AND CRT FEES**

17. The *Court Order Interest Act* applies to the CRT. Direct Roofing is entitled to pre-judgment interest on the \$4,165.01 debt from October 1, 2021, the date of Direct Roofing’s invoice, to the date of this decision. This equals \$555.33.
18. 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. Direct Roofing was successful, so I find it is entitled to reimbursement of \$175 in CRT fees. Direct Roofing did not claim dispute-related expenses, so I order none.

## **ORDERS**

19. Within 15 days of the date of this decision, I order FVI to pay Direct Roofing a total of \$4,895.34, broken down as follows:
  - a. \$4,165.01 in debt,
  - b. \$555.33 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$175 for CRT fees.
20. Direct Roofing is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

21. 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.

---

Jeffrey Drozdiak, Tribunal Member