



Civil Resolution Tribunal

Date Issued: September 25, 2025

File: SC-2024-004256

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Delta Electric (1992) Ltd. v. Sebastian*, 2025 BCCRT 1345

B E T W E E N :

DELTA ELECTRIC (1992) LTD.

APPLICANT

A N D :

THEJUS SEBASTIAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about electrical work. The applicant, Delta Electric (1992) Ltd., did electrical work for the respondent, Thejus Sebastian. The applicant says the respondent has not fully paid its invoice, and claims the outstanding \$1,785.
2. The respondent says the applicant did not fully complete the expected work, and some of the applicant's work was deficient. However, the respondent says they are willing to pay a further \$1,000 towards the applicant's invoice.

3. The applicant is represented by a director. The respondent is self-represented.

JURISDICTION AND PROCEDURE

4. 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.
5. 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 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. 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.
7. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. What, if anything, must the respondent pay the applicant for its invoice?
 - b. Is the respondent entitled to a set-off for deficient work?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision. I note the evidence in this dispute is limited.
10. The parties' messages show that the applicant had previously done other work for the respondent, which is not at issue in this dispute.
11. In early November 2023, the respondent hired the applicant to do further electrical work in a new addition to their home. The applicant quoted \$3,200 plus GST with "everything included other than the bathroom light".
12. The parties agree that the applicant completed some work for the respondent in early November 2023. The parties disagree about whether this included all the work the applicant was required to do under the parties' agreement. I address this work below.
13. The applicant's November 9, 2023 invoice is for \$3,412.50, which is \$3,100 for "complete electrical installation", \$150 for 3 dimmers, and \$162.50 for GST. Though the date is unclear, the respondent made a payment of \$1,627, leaving the outstanding balance of \$1,785, which the applicant claims in this dispute.
14. On November 20 and again on December 12, the respondent asked the applicant to return to complete "the electrical". The parties tried to arrange a date for this work, but I find later messages show this did not happen.
15. In December, in response to the applicant's request for payment, the respondent raised an issue with the smoke alarm going off in the night. The parties disagreed on the cause of the smoke alarm's issues, and the respondent did not pay the invoice's balance.

What, if anything, must the respondent pay the applicant for its invoice?

16. I find the parties' early November messages show that the applicant had completed the agreed-upon work, except for an internet connection. The parties disagree on whether wiring for internet connection was included in the \$3,100. So, I must consider what the parties agreed to.
17. Neither party provided a copy of a quote, and as I note above, the applicant's text message only says the \$3,100 includes "everything included other than the bathroom light". It is unclear to me from the parties' initial messages whether internet connection was to be included in "everything".
18. However, I find the respondent's messages later in November and again in December asking the applicant to complete further work show there was incomplete work. The respondent does not argue that there is other work the applicant did not complete, so I find this must be the internet connection.
19. I find it unlikely that the applicant would have tried to arrange a date to complete this work if it did not understand this was included in the parties' agreement.
20. The respondent says they had to pay their contractor an additional \$200 to connect the internet. The applicant agrees that it did not complete the internet connection. While the respondent did not provide an invoice, the applicant does not dispute \$200 is a reasonable amount to complete this work. So, I deduct \$200 from the applicant's invoice, leaving \$1,585.

Is the respondent entitled to a set-off for deficient work?

21. The respondent argues the applicant wired the smoke alarm incorrectly. The respondent says it would cost \$500 to \$600 to have this issue fixed. Though they do not use the word, I find the respondent is arguing they are entitled to a set-off.
22. A set-off is a right existing between parties that owe each other money where their respective debts are mutually deducted. The burden of proving a set-off is on the

party alleging it, which in this case is the respondent. See: *Wilson v. Fotsch*, 2010 BCCA 226.

23. The applicant says the problem is not the wiring, but the smoke detector itself. The applicant says it is willing to reimburse the respondent \$36.81 for the cost of a new smoke detector.
24. The respondent says the applicant's deficient wiring causes the smoke alarm to go off in the middle of the night. The respondent provided links to online articles they say are about why this might happen, which includes faulty wiring. However, parties are told not to provide website links as evidence because website content can change over time. There is no way for a tribunal member to know whether they are viewing the same content the parties viewed. So, I did not review or rely on these website links.
25. Even if I were to accept that faulty wiring could cause the beeping, the respondent did not provide any evidence that is what occurred in this case. I find the applicant's argument that the smoke alarm itself is faulty is also possible. I find expert evidence is required to prove faulty wiring, which the respondent did not provide.
26. However, I infer from the applicant's argument that it provided and installed the smoke alarm. I find the applicant's submissions acknowledge the smoke alarm is likely defective. Neither party provided any evidence about the cost of a smoke alarm, though the applicant says the original cost was \$36.81.
27. Given the original smoke alarm was purchased by the applicant, a contractor, in 2023, I find it appropriate in the circumstances to deduct \$50 to account for the defective smoke alarm. So, I find the respondent must pay the applicant \$1,535.
28. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$1,535 from January 24, 2024, the date the applicant claims and I find is reasonable given the invoice's date, to the date of this decision. This equals \$83.27.

29. 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. As the applicant was generally successful, I find it is entitled to reimbursement of \$125 in paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

30. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,743.27, broken down as follows:

- a. \$1,535 in debt,
- b. \$83.27 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

31. The applicant is entitled to post-judgment interest, as applicable.

32. 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.

Amanda Binnie, Tribunal Member