



Civil Resolution Tribunal

Date Issued: November 20, 2023

File: CS-2022-002909

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *House v. Victoria Gardens Housing Co-Operative*, 2023 BCCRT 998

B E T W E E N :

IAN HOUSE

APPLICANT

A N D :

VICTORIA GARDENS HOUSING CO-OPERATIVE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a plumbing invoice. The applicant, Ian House, is a member and resident of the respondent housing cooperative, Victoria Gardens Housing Co-Operative (Victoria Gardens). Mr. House says Victoria Gardens charged back the \$591.82 plumbing invoice to him. He objects to this as he says the sum was unreasonably high for the work done. He seeks reimbursement of \$300.

2. Victoria Gardens disagrees. It says it proceeded reasonably and used its preferred plumbing contractor for the work. It says it followed up with the contractor, and they advised they would not reduce the invoice as the sum was reasonable.
3. Mr. House represents himself. A property coordinator represents Victoria Gardens.
4. For the reasons that follow, I dismiss Mr. House's claim.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over certain cooperative association claims under section 125 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. CRTA section 39 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 and fairness.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court.
8. Under CRTA section 127, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Victoria Gardens must reimburse Mr. House for any part of the charged back plumbing invoice.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. House as the applicant must prove his claim on a balance of probabilities. This means more likely than not. I have read all the materials before me but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. Mr. House did not provide any submissions, though he had the opportunity to do so. So, I have relied on his statements from the Dispute Notice. Both parties did not provide any evidence, though they had the opportunity to do so. So, the only documentary evidence before me consists of society documents about Victoria Gardens from the BC Registry.
12. A certificate shows that Victoria Gardens became incorporated in 1988. The memorandum of association shows that its purposes include providing housing accommodation for its members. It is undisputed that Mr. House is a resident member.
13. Based on the statements and submissions before me, I find the following background is undisputed. Mr. House told Victoria Gardens that his toilet was blocked. Victoria Gardens called its preferred plumbing contractor to attend, and they did so on March 29, 2021. The contractor removed the blockage and invoiced Victoria Gardens \$591.82. Victoria Gardens paid this amount and charged it back to Mr. House.
14. I note that section 13 of the *Cooperative Association Act* (CAA) requires cooperative associations like Victoria Gardens to have rules. CAA section 18 says that rules generally bind the cooperative association, each member, and each investment shareholder. It is undisputed that Victoria Gardens could charge back the invoice to Mr. House under its rules and attached occupancy agreement. Mr. House only takes

issue with the amount, as noted above. He says it is unreasonably high. Victoria Gardens admits that it had to act reasonably in charging back the invoice amount.

15. Mr. House says that local plumbing companies advised him that they could have done the invoiced work for \$150 to \$300. However, Mr. House did not provide any documentary evidence to support these statements. Victoria Garden does not admit that the contractor charged an unreasonable amount. So, I find that even if I accept that Victoria Gardens could only legally charge back reasonable plumbing costs, I find Mr. House has not proven that the plumbing invoice was unreasonable.
16. Mr. House also says that the invoice itself contained errors and incorrect entries. In particular, he says the contractor charged for the work of 2 people when only 1 attended. However, as the invoice is not in evidence, I find this unproven as well.
17. Mr. House also says that the contractor never phoned back to properly respond to his questions about the invoice. While I accept that was the case, it does not necessarily mean that the contractor charged an unreasonable amount.
18. Finally, Mr. House also says that Victoria Gardens should have asked the contractor to explain the invoice. Victoria Gardens says that it subsequently did so, and that the contractor advised that the rate and amount were correct. Victoria Gardens also says that, as this was an emergency callout session, it proceeded reasonably by using its preferred contractor of nearly 4 years without obtaining competing quotes first. I find these submissions persuasive, as I find a plugged toilet would require immediate attention.
19. Given the above, I dismiss Mr. House's claim.

CRT FEES AND EXPENSES

20. Under section 49 of the CRTA, 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. I see no reason in this case not to follow that general rule.

I dismiss Mr. House's claim for reimbursement of CRT fees. The parties did not claim reimbursement for any dispute-related expenses.

ORDERS

21. I dismiss Mr. House's claim and this dispute.

David Jiang, Tribunal Member