



# Civil Resolution Tribunal

Date Issued: February 12, 2024

File: SC-2023-003446

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pristine Parks Ltd. v. Gallardo*, 2024 BCCRT 135

BETWEEN:

PRISTINE PARKS LTD.

**APPLICANT**

AND:

MICHELLE GALLARDO

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about an unpaid invoice. The applicant, Pristine Parks Ltd., says it provided various services for the respondent, Michelle Gallardo, including uninstalling and transporting a commercial kitchen sink, ceiling lights, electrical wiring, and various kitchen items, and cutting and removing drywall. Pristine Parks says Ms. Gallardo has failed to pay its invoice, and claims \$577.50 for its services.

2. Ms. Gallardo says Pristine Parks never told her how much it would cost, and says the renovations she performed to Pristine Parks' garage outweigh any work it did. She denies owing Pristine Parks any money.
3. Pristine Parks is represented by KT, one of its directors and its manager. Ms. Gallardo represents herself.

## **JURISDICTION AND PROCEDURE**

4. 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). Section 2 of the CRTA 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.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law.

### ***Late evidence***

7. During Pristine Parks' final reply submissions, Ms. Gallardo asked to submit late evidence. At my request, Ms. Gallardo provided the late evidence, which consisted mostly of communications between the parties about obtaining a permit. Normally, I would provide the late evidence to the other party for comment. However, I find nothing turns on the late evidence, and given my conclusions below, I did not ask for further submissions.

## ISSUE

8. The issue in this dispute is whether Ms. Gallardo must pay Pristine Parks \$577.50 for its unpaid invoice.

## EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Pristine Parks must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. Pristine Parks is Ms. Gallardo’s residential landlord. Ms. Gallardo was interested in using the garage at her rented home for a business, and undisputedly asked Pristine Parks to perform some work for her, including removing and transporting various items from an off-site location to the garage, as well as performing some drywall work in the garage, in anticipation of her new business.
11. Ultimately, Ms. Gallardo was unable to secure a permit to operate her business out of the garage. However, there is no dispute Pristine Parks performed the work as listed in its invoice. So, I find it is entitled to payment for the work Ms. Gallardo requested.
12. As noted above, Ms. Gallardo says the parties never discussed a price for the work. Pristine Parks says it charged \$50 per hour. When parties do not agree on a price, but agree on all other essential terms of a contract, the unpaid party is generally entitled to a reasonable amount for the work provided. This concept is known as *quantum meruit* (meaning value for work done). Here, although Ms. Gallardo says she was unaware of the cost and “shocked” by it, I find that the hours and rate charged were reasonable. I note Ms. Gallardo did not provide any evidence of what a reasonable cost would have been. I find Ms. Gallardo must pay Pristine Parks’ \$577.50 invoice for the work it undisputedly completed at Ms. Gallardo’s request.

13. To the extent Ms. Gallardo argues that Pristine Parks benefited from the renovations she performed to the garage to prepare it for her business, I find this unproven. Ms. Gallardo did not provide any supporting evidence of the alleged renovations, other than a list she made herself. Additionally, I find Ms. Gallardo did the garage renovations to further her personal business venture, and not to benefit Pristine Parks. Pristine Parks did not request the renovations. Similarly, to the extent Ms. Gallardo alleges Pristine Parks knew she would be unable to obtain a permit before it performed the work for her, I find this is not supported by the evidence. There is nothing in evidence that indicates Pristine Parks knew or ought to have known Ms. Gallardo would be unable to obtain a permit.
14. Pristine Parks is entitled to pre-judgment interest on the \$577.50 invoice amount, under the *Court Order Interest Act*. Calculated from October 1, 2022, the invoice date, this equals \$33.17.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Pristine Parks was successful, I find Ms. Gallardo must reimburse it \$125 in paid tribunal fees. As Ms. Gallardo was unsuccessful, I dismiss her claim for dispute-related expenses, but note I would not have awarded them in any event as she did not provide any evidence in support of her claim. Pristine Parks did not claim any dispute-related expenses.

## **ORDERS**

16. Within 21 days of the date of this decision, I order Ms. Gallardo to pay Pristine Parks a total of \$735.67, broken down as follows:
  - a. \$577.50 in debt,
  - b. \$33.17 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in tribunal fees.

17. Pristine Parks is also entitled to post-judgment interest, as applicable.
18. 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.

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Andrea Ritchie, Vice Chair