



# Civil Resolution Tribunal

Date Issued: February 15, 2024

File: SC-2022-010070 and  
SC-CC-2023-008202

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Doig v. Riverside Ironwork Canada Inc.*, 2024 BCCRT 151

B E T W E E N :

COLIN DOIG

**APPLICANT**

A N D :

RIVERSIDE IRONWORK CANADA INC.

**RESPONDENT**

A N D :

COLIN DOIG

**RESPONDENT BY COUNTERCLAIM**

---

**REASONS FOR DECISION**

---

Tribunal Member:

Leah Volkers

## INTRODUCTION

1. This dispute is about custom railings.
2. Colin Doig contracted with Riverside Ironwork Canada Inc. (Riverside) to supply and install custom railings. Mr. Doig says after paying a deposit, the parties revised the design because some railings could not be installed due to a structural beam. Mr. Doig says Riverside overcharged him for the railings that were installed. Mr. Doig says the railings should only cost \$4,358.01, and claims reimbursement of \$3,385.73 for Riverside's alleged overcharge.
3. Riverside does not dispute that the railings design was revised. However, it says the value of the railings not included in the revised design was only \$2,750. Riverside counterclaims for payment of its outstanding invoice totaling \$4,856.25, which already includes a \$2,750 reduction for the revised design.
4. Mr. Doig is self-represented. Riverside is represented by its owner.

## 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). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. Section 39 of the CRTA 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.

7. Section 42 of the CRTA says 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.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

## **ISSUES**

9. The issues in this dispute are:
  - a. To what extent, if any, is Mr. Doig responsible to pay Riverside \$4,856.25 for its outstanding invoice?
  - b. To what extent, if any, must Riverside reimburse Mr. Doig \$3,385.73 for its alleged overcharge?

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil proceeding, Mr. Doig must prove his claims on a balance of probabilities (meaning more likely than not). Riverside has the same burden for its counterclaims. I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
11. The parties signed a contract for custom railings in April 2022. The contract price was \$14,750 plus GST to supply and install interior iron railings. The contract said that upon agreeing to the quote, Riverside would take proper field measurements and provide detailed shop drawings. The contract required a 50% deposit, with the balance due upon completion. Mr. Doig undisputedly paid a \$7,743.75 deposit for the custom railings in April 2022.

12. The railing design was revised in July 2022, and Mr. Doig approved the shop drawings for the revised design. More on this below. Riverside undisputedly installed the railings in August 2022.
13. On September 6, 2022, Riverside issued an invoice. After applying the \$7,743.75 deposit and a \$2,750 credit for the revised railing design, the outstanding balance was \$4,856.25. It is undisputed that Mr. Doig has not paid the invoice.

***Is Mr. Doig responsible to pay Riverside \$4,856.25 for its outstanding invoice?***

14. I turn first to Riverside's counterclaim for payment of its outstanding invoice balance.
15. As noted, the agreed-to contract price for the railings was \$14,750 plus GST. Riverside says the contract price was for 62 lineal feet of railings. Mr. Doig does not dispute this.
16. Mr. Doig says Riverside overcharged him for the railings that were installed. Mr. Doig says Riverside only installed 37.83 linear feet of unfinished railings, and the revised design reduced the railings by 23.87 linear feet. He says the railings should therefore only cost \$4,358.01, based on \$115.20 per lineal foot for 37.83 linear feet of railings. As he has already paid a \$7,743.75 deposit, Mr. Doig says he has overpaid Riverside \$3,385.73 for the installed railings.
17. Mr. Doig says Riverside values its work at \$115.20 per linear foot. Mr. Doig calculated this amount by dividing the \$2,750 contract price reduction by the alleged 23.87 linear feet of railings that were not installed. I do not accept that this accurately reflects how Riverside determined the value of its work. Further, Mr. Doig's alleged \$4,358.01 total for the railing project based on 37 feet of railing is far less than the \$14,750 original contract price for 62 feet of railings. So, I find the alleged \$115.20 price per lineal foot unproven.

18. Riverside says based on the original \$14,750 contract price for 62 feet of railings, the price per lineal foot would be \$238. I agree and I find this price per lineal foot is consistent with the parties' contract.
19. Riverside says the design change only reduced the railings by around 16 lineal feet, not by 23 feet as Mr. Doig alleges. Riverside says a price reduction for 16 feet of railings at \$238 per lineal foot would be \$3,808. However, Riverside says the contract price was not based on a set price per lineal foot. This is consistent with the parties' contract, which provided a single amount for the project as whole and did include a set rate for the railings based on lineal feet. Riverside says the price per lineal foot is higher for jobs when the footage is less. Riverside also says the railings removed from the scope of work were a "straight run of railings" which was the easier part of the job. Riverside says the remaining work included curved railings and "lots of turns", which is more costly. Riverside says considering the above, it reduced the contract price by \$2,750 to account for the reduced scope of work.
20. However, Riverside did not further explain how it determined the project's cost as a whole or provide any breakdown for the \$2,750 reduction. Without further explanation, I do not accept that \$2,750 is a reasonable reduction for the reduced scope of work. While the \$238 cost per lineal feet is imprecise, in the absence of further evidence about how Riverside initially determined the project cost, I find it is the best measure for determining the reduced project scope's value.
21. As noted, the parties dispute whether the railings were reduced by 16 or 23 feet. The available evidence does not prove either. Given that Riverside does not dispute that some reduction is appropriate, and in the absence of further details about how Riverside determined the project's cost overall, I find it appropriate to calculate the value of the reduced project scope based on 20 feet of railings at \$238 per lineal foot. This totals \$4,760. This means I find Riverside is reasonably entitled to \$9,990 plus GST for the project (\$14,750 - \$4,760). Including GST, this totals \$10,489.50.
22. I note Mr. Doig also says another contractor was finishing the railing tops with wood, which reduced the cost for Riverside to provide the railings. Riverside disputes this

and says the wood top does not affect the overall material costs. There is no evidence to support any reduction of railing top materials, so I find this allegation unproven.

23. Finally, Mr. Doig alleged 4 railing posts were poorly installed, and another contractor had to reinstall them. Riverside disputes this. It says it properly installed all posts and it caused no damage. Mr. Doig provided a quote from another contractor that included installing 4 steel posts “for strength to prevent wobble in the end of the railing sections”, but it does not indicate that any of Riverside’s posts were improperly installed. Photos show a scratch on one railing and some minor drywall damage where a railing is fastened to a wall. I find the photos and quote do not show that Riverside improperly installed any posts, or that Riverside was responsible for the scratch or minor drywall damage. Mr. Doig provided no further evidence to support this allegation, so I find it unproven.
24. Given the above, on balance, I find Riverside has proved it is reasonably entitled to a total of \$10,489.50 for the parties’ railings contract, including GST. Mr. Doig has undisputedly already paid a \$7,743.75 deposit, which leaves \$2,745.75 outstanding. So, I order Mr. Doig to pay Riverside \$2,745.75.
25. Turning to Mr. Doig’s claim, he claims \$3,385.73 for partial reimbursement of his paid deposit for Riverside’s alleged overcharge for the installed railings. I have found that Riverside is reasonably entitled to payment of \$2,745.75. It follows that I find Mr. Doig is not entitled to any reimbursement from Riverside, and I dismiss his claims.

### ***Interest, CRT fees and expenses***

26. The parties’ contract said unpaid invoices over 30 days may be subject to 2% interest per month, but did not specify an annual rate. Section 4 of the federal *Interest Act* says that where an annual equivalent rate is not stated in the contract, a maximum of 5% annual interest applies. However, Riverside did not claim contractual interest in any event.
27. The *Court Order Interest Act* (COIA) applies to the CRT. The COIA says prejudgment interest must be added to a monetary order, but not if the parties had an agreement

about interest. So, because Riverside had an agreement about interest on unpaid invoices but did not claim contractual interest, I make no order for interest on the \$2,745.75 debt.

28. Under section 49 of the CRTA 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 Riverside was substantially successful in its counterclaims, I find it is entitled to reimbursement of \$125 in paid CRT fees. Mr. Doig was unsuccessful in his claims, so I dismiss his fee claim. Neither party claimed any dispute-related expenses.

## **ORDERS**

29. Within 30 days of the date of this order, I order Mr. Doig to pay Riverside a total of \$2,870.75, broken down as follows:

- a. \$2,745.75 in debt, and
- b. \$125 in CRT fees.

30. Riverside is entitled to post-judgment interest, as applicable.

31. I dismiss Mr. Doig's claims.

32. 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.

---

Leah Volkers, Tribunal Member