



Civil Resolution Tribunal

Date Issued: February 22, 2024

File: SC-2023-002746

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Alpine-Progress Installations Inc. v. Equilibrium Construction Ltd.*, 2024
BCCRT 169

B E T W E E N :

ALPINE-PROGRESS INSTALLATIONS INC.

APPLICANT

A N D :

EQUILIBRIUM CONSTRUCTION LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about payment for work performed.
2. The applicant, Alpine-Progress Installations Inc. (Alpine), says it installed new gutters and downpipes under a contract with the respondent, Equilibrium Construction Ltd.

(Equilibrium). Alpine says Equilibrium has not paid for the work, and claims payment of \$2,646, plus 24% contractual interest.

3. Equilibrium says Alpine's work was defective, and Alpine did not fix the deficiencies. Equilibrium says it spent over the claimed \$2,646 to fix Alpine's work, so Equilibrium is not responsible to pay Alpine's invoice.
4. Alpine is represented by its general manager. Equilibrium is 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 under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.
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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly 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.

ISSUES

8. The issues in this dispute are:
 - a. Does Equilibrium owe Alpine \$2,646 for work performed?
 - b. Does Equilibrium owe Alpine contractual interest, and if so, how much?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Alpine, as applicant, must prove its claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.
10. The evidence shows that on November 23, 2020, Alpine provided Equilibrium with a written estimate to supply and install gutters and downpipes on a specific property. The quoted cost was \$2,289, including tax.
11. Then, on December 4, 2020, Alpine provided Equilibrium with a second written estimate for additional work on the same property. This estimate was to supply and install an aluminum railing system with clear glass inserts. The quoted cost was \$5,460, including tax.
12. The parties agree that Equilibrium accepted both estimates, and that Alpine did the work set out in both written quotes. The parties disagree about when the work was performed, but I find nothing in this dispute is affected by the specific dates or chronology of the work.
13. The evidence shows that sometime after March 7, 2021, Equilibrium paid a \$4,200 deposit for the railing installation work. Alpine says Equilibrium did not pay any deposit for the gutter/downpipe work, and did not pay the remaining balance for the railing work. Equilibrium did not say otherwise, so I accept this is accurate.
14. Equilibrium does not say there was any problem with the gutter/downpipe installation work. Alpine provided photos documenting the installation, and as there is no contrary evidence, I find the work was completed successfully.
15. Equilibrium says that the glass for the railing system was defective. Alpine admits there were cosmetic flaws in the glass due to manufacturing problems. Email correspondence in evidence shows that the parties communicated about the glass problem from August 2021 until October 2021. In summary, Equilibrium and its client wanted Alpine to replace the glass. Alpine agreed, but said it was waiting for its

supplier to provide new glass. On October 14, 2021, Equilibrium said it was no longer willing to wait. In its email, Equilibrium said it would purchase new glass from another supplier, and would deduct the cost from Alpine's outstanding invoice for the gutter/downpipe work.

16. In an October 20, 2021 email, Alpine said it had removed the flawed glass, and was prepared to order replacement glass from another supplier. Alpine said the invoice for the completed gutter work was past due, and since that work was not connected to the railing and glass work, Equilibrium must still pay that invoice.
17. In its CRT submission, Equilibrium says the \$2,646 for gutter/downpipe work that Alpine claims in this CRT dispute is equivalent to the cost incurred by Equilibrium to replace the defective glass. Based on that submission, I infer that Equilibrium is claiming a setoff. Equilibrium did not file a counterclaim requesting any other remedy.
18. I find Equilibrium has not proved its claim for setoff. Equilibrium did not provide any evidence about what, if anything, it paid to replace the glass. So, I find its claim for setoff is speculative.
19. Also, I agree with Alpine's argument that the two contracts, for gutter/downpipe work, and for railing/glass work, were separate. In Equilibrium's submissions, it admits it hired Alpine in different months for each job. Also, an invoice shows that Equilibrium paid a separate deposit just for the railing/glass work.
20. Since I find there were two separate contracts, I find Equilibrium is not entitled to a setoff from the gutter/downpipe contract for deficiencies in the railing/glass work. Again, I note that Equilibrium did not allege any defects with the gutter/downpipe work.
21. For these reasons, I find that Equilibrium must pay Alpine for the railing/glass work.

Amount of Invoice

22. On October 7, 2021, Alpine issued an invoice for the gutter/downpipe work for \$2,646. The invoice notes that an additional \$340 plus tax was added to the original estimate, for “material price increase in 2021 since quoted”.
23. The original written estimate from November 2020 said the quoted price was valid for 30 days. However, the estimate did not say how much future increases would be. There is no evidence before me showing that Alpine ever provide a new estimate or gave other notice to Equilibrium that it was raising its quoted price. There is also no evidence that Equilibrium ever agreed to this increase. For that reason, I find that the contract between the parties is based solely on the original estimate. So, I find Equilibrium must pay Alpine the original quoted price of \$2,289, including tax.

Interest

24. Alpine claims 24% annual contractual interest, as indicated in its invoice. However, interest cannot be unilaterally imposed in an invoice. Interest is not mentioned in the written estimate, and there is no other evidence that Equilibrium agreed to pay interest. So, I find Alpine is not entitled to contractual interest.
25. In the absence of an agreement about contractual interest, pre-judgment interest under the *Court Order Interest Act* (COIA) applies. So, I find Alpine is entitled to pre-judgment interest on the \$2,289 debt from October 7, 2021, the date of Alpine’s invoice, to the date of this decision. This equals \$152.06.
26. As Alpine was successful in this dispute, under CRTA section 49 and the CRT’s rules I find it is entitled to reimbursement of \$175 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

ORDERS

27. I order that within 30 days of this decision, Equilibrium must pay Alpine a total of \$2,616.06, broken down as follows:

- a. \$2,289 in debt,
- b. \$152.06 in pre-judgment interest under the COIA, and
- c. \$175 in CRT fees.

28. Alpine is entitled to post-judgment interest under the COIA, as applicable.

29. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Kate Campbell, Tribunal Member