



Civil Resolution Tribunal

Date Issued: March 13, 2024

File: SC-2023-005356

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Garcha Drywall Ltd. v. Shum*, 2024 BCCRT 259

B E T W E E N :

GARCHA DRYWALL LTD.

APPLICANT

A N D :

FELIX SIL FIE SHUM

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a dispute about payment for installing drywall.
2. The applicant, Garcha Drywall Ltd. (Garcha), says it installed drywall on a property owned by the respondent, Felix Sil Fie Shum. Garcha says Mr. Shum owes \$2,925 for its services.

3. Mr. Shum says that he built a laneway house on his property and that Garcha was a subcontractor that installed drywall. He says he agreed to pay Garcha \$6,500 for its work and already paid \$6,000. He says that Garcha did not complete its work so he should not have to pay anything more.
4. Garcha is represented by its principal. Mr. Shum represents himself.

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.

ISSUE

8. The issue in this dispute is what, if anything, Mr. Shum owes Garcha for its drywalling work.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Garcha must prove its claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Garcha did not provide evidence or reply submissions despite being given the opportunity to do so.
10. It is undisputed that Mr. Shum built a laneway house on his property and Mr. Shum's general contractor hired Garcha to install drywall. Garcha says that Mr. Shum asked it to do additional work and the parties had a verbal agreement about the extra cost of this work. It says that Mr. Shum later refused to pay. Garcha does not explain what these extra services were and has not provided a breakdown of its claimed \$2,925.
11. Mr. Shum says his general contractor had a dispute with Garcha over its drywalling invoices because Garcha refused to provide receipts for its materials. He says Garcha's principal threatened his general contractor, so he intervened and agreed to pay \$6,500 for Garcha's services. Mr. Shum provided an acknowledgment dated January 17, 2022 and signed by Garcha's principal, for payment of \$6,000 in cash. The acknowledgment states that Mr. Shum still owes \$500 to Garcha.
12. Mr. Shum says that the remaining \$500 was held back because Garcha had to return to finish the drywalling. Mr. Shum's general contractor provided a statement that says Garcha did not return to finish the drywalling and they had to hire another contractor. The general contractor also denies that Garcha performed additional work.
13. I turn to my analysis and conclusions.
14. I find that Garcha has not proven its claim. As noted above, Garcha has not provided any evidence to support its statement that Mr. Shum agreed to pay for extra work. Based on the signed acknowledgment, I find that the parties agreed to pay \$6,500 for Garcha's drywalling and that Mr. Shum would hold \$500 until Garcha completed its work. Mr. Shum and his contractor both say that Garcha did not complete its work. Garcha does not deny that it failed to finish its drywalling work. So, I find that Mr.

Shum is not required to pay Garcha anything further. It follows that I dismiss Garcha's claim and this dispute.

15. 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. Garcha was not successful, so I dismiss its claim for reimbursement of its CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

16. I dismiss Garcha's claim and this dispute.

Peter Mennie, Tribunal Member