



Civil Resolution Tribunal

Date Issued: March 25, 2024

File: SC-2023-002160

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Echle v. Parker*, 2024 BCCRT 309

BETWEEN:

RON ECHLE

APPLICANT

AND:

JULIE PARKER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. The applicant, Ron Echle, says he did bathroom renovation work for the respondent, Julie Parker¹, but has not been paid for his work. He claims \$4,000 from the respondent for his time and alleged out-of-pocket expenses.

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure

2. The respondent says they never asked the applicant to do a full renovation without permits. Instead, the respondent says the applicant agreed to do some work in kind, and that the respondent paid for all necessary materials. The respondent further alleges the applicant's work was substandard, that he took some items from their home, and that he caused damage to their home. So, the respondent argues they owe the applicant nothing.
3. Both parties are self-represented.

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). 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.
5. 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. Some of the evidence in this dispute amounts to a "he said, they said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

that the CRT respectfully addresses them throughout the process, including in published decisions. The respondent, Julie Parker, did not provide their pronouns or title. Because of this, I will use gender neutral pronouns to refer to the respondent throughout this decision, intending no disrespect.

6. 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.
7. Where permitted by CRTA section 118, 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.

Preliminary Issues - Evidence

8. I was initially unable to view most of the evidence the respondent uploaded to the CRT's online portal for this dispute. The applicant also referred to email evidence in his submissions but said he was not technologically savvy enough to upload the evidence. At my request, CRT staff contacted the parties and asked the respondent to provide the unviewable evidence and gave the applicant a final opportunity to provide any evidence he intended to rely on. Both parties responded, providing their evidence, and had an opportunity to review and respond to the other's new evidence, all of which I have considered in making my decision below.
9. After the deadline for the respondent to review and respond to the applicant's new evidence passed, the respondent contacted CRT staff asking to add further evidence of the applicant's alleged recent "coercive behaviour". Allowing the respondent to provide additional evidence would require this dispute to be further delayed as the applicant must then be given an opportunity to review the additional evidence and respond to it. Given the CRT's mandate, which includes efficiency, and based on the respondent's description of the additional evidence, I decline to accept this additional evidence as I find it is likely not relevant to the issues I must decide in this dispute.

ISSUES

10. The issues in this dispute are:
 - a. Does the respondent owe the applicant \$4,000, or some other amount, for the bathroom renovation work?

- b. If so, is the respondent entitled to any set off?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. As noted above, the respondent argues they did not ask the applicant to do a full bathroom renovation. However, I find the evidence shows otherwise. For example, in an October 2, 2022 email, the applicant asked the respondent when a "good stressless time" was for the respondent, and said he was "pretty flexible this week". In response, the respondent asked if the applicant was "starting the bathroom or just looking at it".
13. Then, on October 13, the applicant asked the respondent by email if a Monday start date worked for the respondent. The respondent replied and said Monday is fine and asked what sort of work the applicant had in mind. The applicant responded "vanity out, dryer, cupboards. Ceiling...Last bathtub and then toilet". He then asked if the respondent had found a shower pan, to which the respondent replied that they had not. There is no evidence that shows that the respondent disagreed with the applicant's renovation plans or asked the applicant not to proceed as proposed. So, I find it likely that the parties agreed for the applicant to proceed with the bathroom renovation as set out in the applicant's October 13 email.
14. The applicant worked on the bathroom renovation between October 17 and October 31. At some point towards the end of October, the parties' relationship soured, and the respondent refused to allow the applicant entry after October 31 to do any further work. The applicant claims payment for the work he did between October 17 and October 31. He says that he told the respondent his rate was \$50 an hour and he spent 80 hours doing the renovation work, so the respondent owes him \$4,000. The

respondent says they never agreed to pay the applicant anything, never signed any agreement, and the applicant had agreed to do the work in kind.

Must the respondent pay the applicant for the renovation work?

15. The applicant argues the parties had a binding contract for the renovation work. For a valid contract to exist, there must be an offer, acceptance, and consideration. The contract does not need to be written to be enforceable, but the terms of an oral contract can be more difficult to prove. Whether written or oral, the parties must agree on all essential terms and express themselves so that their meaning can be determined with a reasonable degree of certainty (see *Babich v. Babich*, 2015 BCPC 175 and *Redfern Resources Ltd. (Re)*, 2012 BCCA 189). Here, I find the parties agreed on the scope of the renovation work, but not the price. While the respondent claims the applicant agreed to do the work in kind, I find this unproven. When parties do not agree on a price but agree on the other essential terms of a contract, the unpaid party is entitled to a reasonable amount for the goods and services provided. This concept is known as contractual *quantum meruit*, which means value for work done (see *Gill Tech Framing Ltd. v. Gill*, 2012 BCSC 1913). I find this concept applies here.
16. In his submissions, the applicant lists a number of tasks that he says he did between October 17 and October 31 for the renovation. The applicant provided no documentary evidence, such as contemporaneous notes of tasks he worked on, to show exactly what work he did, or timesheets or other records showing the time he spent doing that work. The applicant also did not provide any evidence of out-of-pocket expenses. However, based on photographs the respondent provided, I find the applicant removed all of the old fixtures (tub, vanity, sink, toilet), removed the flooring and drywall, installed a new window, installed new drywall, installed new floorboards, and installed a new door frame and door for the bathroom. In submissions, the respondent says they were left without a washer and dryer, so I find the applicant also removed the washer dryer. However, I find any additional work the applicant alleges they did unproven on the evidence before me.

17. So what amount is the applicant entitled to for this work? From the photographs in evidence, I find the \$4,000 the applicant claims excessive given the size of the bathroom, the amount of work completed, and the amount of work remaining to be done. Based on the photographs in evidence, and on a judgment basis, I find \$1,500 for the tasks the applicant completed reasonable. So, I award the applicant this amount.

Is the respondent entitled to any set off?

18. The respondent alleges that the applicant was unprofessional, caused damage to their property, did not complete all work to a professional standard, and failed to return their new ladder, utility knife, and hammer. The respondent also says the applicant damaged their \$50 step stool.
19. Since they did not file a counterclaim, I find the respondent is arguing they are entitled to an equitable set off. A set off is a right between parties who owe each other money where their respective debts are mutually deducted, leaving the applicant to recover only the remaining balance. The party alleging a set off has the burden of proving it.
20. The applicant did not address the respondent's allegation that he took and has failed to return the respondent's ladder, utility knife and hammer. So, I find the applicant does not dispute these allegations and I accept that he has kept these items. The respondent does not say how much they paid for the ladder but provided a screen shot from Canadian Tire's website to show that it will cost either \$334.99 or \$459.99 to replace the ladder. I accept that the respondent's ladder was new and find they are entitled to its replacement cost. As the respondent has not adequately explained the price difference, I find they are entitled to a set off for the lower price of \$334.99 for the ladder. The respondent provided no documentary evidence about the cost of the unreturned knife and hammer, or whether they were new or old. So, on a judgment basis, I find the respondent is entitled to a \$30 set off for these unreturned items. There are no photographs or other documentary evidence to show that the applicant damaged the respondent's step stool as alleged, so I find this allegation unproven.

21. Next, the applicant admits that he damaged a wooden threshold in a doorway while removing the old tub from the respondent's bathroom. Based on photographs in evidence, I find the applicant likely damaged not only the wooden threshold but also the drywall and ceiling outside of the bathroom near the doorway while removing the tub. The respondent did not provide any quotes or other documentary evidence to show how much it will cost to fix this damage. On a judgment basis, I find \$150 reasonable.
22. To the extent that the respondent alleges the work the applicant did was substandard, I find it difficult to tell from the photographs in evidence whether the various issues the respondent complains about are true deficiencies or a result of the applicant not being able to complete the work. For example, the photographs do not show whether the toilet leaked because the applicant failed to install it properly or because the respondent terminated the arrangement before the applicant could finish fully installing the toilet. I find expert evidence is needed to prove any deficiencies in the applicant's work, and there is no expert evidence before me. So, I find the respondent has not proven that the applicant's work was substandard.
23. The respondent also alleges the applicant scratched their kitchen countertop. Photographs in evidence show the scratched countertop, which the applicant denies damaging. It is unclear to me how the applicant would have damaged the kitchen counter while working on the bathroom renovation. So, I find it unproven that the applicant damaged the countertop. Similarly, the respondent alleges the applicant damaged their newly stained porch. However, the respondent provided no documentary evidence, such as photographs, showing the alleged damage. So, I find this allegation unproven as well.
24. Finally, the respondent claims compensation for time spent cleaning drywall dust around their home, paying for laundry to clean jackets, duvets, and other items allegedly covered in drywall dust, and time spent cleaning up garbage the applicant left outside of their home. Again, the respondent provided no supporting evidence showing any alleged damage due to extensive drywall dust, or receipts showing they

paid to have items laundered. So, I find these allegations unproven. Photographs in evidence show the applicant had thrown some garbage items out of the bathroom window, which the applicant does not dispute. However, the applicant says that he was unable to do any clean up after abruptly being told he could no longer continue the work. I agree with the applicant that he had no obligation to clean up after the respondent terminated their arrangement. So, I find the respondent is not entitled to any set off for clean up costs.

25. In total, I find the respondent is entitled to a total set off of \$514.99. Deducting this amount from the \$1,500 I have awarded the applicant for the renovation work, I find the applicant is entitled to \$985.01 in damages.

Interest, CRT fees, and expenses

26. The *Court Order Interest Act* (COIA) applies to the CRT. The applicant is entitled to pre-judgment interest on the \$985.01 from October 31, 2022, the last date the applicant worked on the bathroom renovation, to the date of this decision. This equals \$61.09.
27. 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 the applicant was partly successful, I find he is entitled to \$87.50 for half his paid CRT fees. Neither party claims any dispute-related expenses, so I award none.

ORDERS

28. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,133.60, broken down as follows:
- a. \$985.01 in damages,
 - b. \$61.09 in pre-judgment interest under the COIA, and
 - c. \$87.50 in CRT fees.

29. The applicant is entitled to post-judgment interest, as applicable.

30. This is a validated decision and order. 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.

Nav Shukla, Tribunal Member