



Civil Resolution Tribunal

Date Issued: April 17, 2024

File: SC-2023-006257

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Young*, 2024 BCCRT 363

B E T W E E N :

ASLAN ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION &
SHEETMETAL SERVICES LTD.

APPLICANT

A N D :

DARRYN YOUNG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about payment for a hot water tank replacement.
2. Darryn Young hired Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan) to replace a hot water tank in his home. Aslan

invoiced Mr. Young \$2,810.70 for the work. Mr. Young only paid \$1,800. So, Aslan claims \$1,010.70 for the unpaid part of its invoice.

3. Mr. Young says Aslan's employee, J, quoted him \$1,800 when they came to replace the hot water tank, and that is what he paid. Mr. Young says he owes Aslan nothing more.
4. An authorized employee represents Aslan. Mr. Young is self-represented.

JURISDICTION AND PROCEDURE

5. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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. Some of the evidence in this dispute amounts to a "it said, he said" scenario. The credibility of 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. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required where credibility is in issue. Here, I find I am able to assess and weigh the evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and prompt resolution of disputes, I decided to hear this dispute through written submissions.
7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

8. 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.

Style of cause

9. The Dispute Notice generated by the CRT on July 19, 2023 shows Aslan's name as:

ASLAN
ELECTRICAL, PLUMBING, GASFITTING, REFRIGERATION
SHEETMETAL SERVICES LTD.

10. However, Aslan's correct legal name on its BC Company Summary, including the unusual spacing, is "Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd." I find the truncation in the Dispute Notice was simply a CRT system glitch or technical error. So, I have used Aslan's correct legal name in the style of cause above.

ISSUE

11. The issue in this dispute is whether Aslan is entitled to the \$1,010.70 it claims for full payment of its invoice.

EVIDENCE AND ANALYSIS

12. As the applicant in this civil proceeding, Aslan must prove its claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but I only refer to what is necessary to explain my decision.
13. It is undisputed that around September 23, 2022, Aslan went to Mr. Young's home to replace his old hot water tank with a new 40 gallon gas hot water tank.
14. Mr. Young says J quoted him \$1,800 for the tank's replacement on September 23, when they and another Aslan installer came to do the work. From context, I infer the alleged quote was verbal. Mr. Young says despite following up with Aslan, he did not

receive an invoice until nine months later, and it was for \$2,810.70. I pause here to acknowledge Mr. Young's submission that Aslan sent its invoice quite late. However, there is no requirement for Aslan to send its invoice right away, and Mr. Young is still responsible to pay for Aslan's work, despite the invoicing delay.

15. Mr. Young says he repeatedly tried to call Aslan for an explanation of the price difference, but was unable to speak with anyone about it. He says his wife also called and was initially told Aslan would ask J about the alleged quote, but then was told J had quit and Aslan would "see you in court". So, Mr. Young paid Aslan \$1,800 for the hot water tank replacement. He submitted evidence of a June 9, 2023 e-transfer in support.
16. For Aslan's part, it says its company policy is that employees do not give quotes or estimates at the job site, though it provided no documentary evidence of this. Aslan says it creates all quotes and estimates at its office once it has properly assessed the job, in order to bill the customer correctly. It says Mr. Young has not proven J quoted him \$1,800 for the work, so it is entitled to its full invoiced amount of \$2,810.70.
17. Since Mr. Young is the one asserting the quote's existence, I find he bears the burden of proving it. I find there is insufficient evidence to prefer either party's assertion about the alleged quote. So, I find it unproven the parties agreed to the work on the basis of a \$1,800 fixed-price quote.
18. While Mr. Young has not proven the quote, Aslan must still prove it is entitled to the \$1,010.70 it claims for the balance of its invoice.
19. Aslan submitted two work orders, one for J and one for the other employee who attended Mr. Young's home on September 23. The work orders describe the reported problem, the diagnosis, the work completed, and the materials used. They also record mileage and time for labour. Mr. Young denies ever seeing the work orders before this dispute, or signing either of them. Under the section indicating "the scope and hours of work have been explained and I acknowledge indebtedness", the space for a name and signature is blank. So, neither work order shows Mr. Young's signature.

Aslan does not say Mr. Young refused to sign the work orders, so I find it likely he was not shown them when they were prepared. There is no other documentary evidence, such as a separate work authorization, setting the hourly rate. Based on all of this, I find the parties did not have an agreement on price or the way price was to be calculated for the hot water tank replacement.

20. In these circumstances, I find the principle of *quantum meruit*, meaning value for the work done, applies. That is, I find Aslan is entitled to payment for the work it reasonably did. I note Mr. Young submitted a \$1,750 pre-tax written quote from a different plumbing company for what appears to be the same work. However, since I have found the parties did not agree to a fixed-price quote, I find this quote does not particularly help in determining the value of the work Aslan did.
21. Aslan's invoice records a total of \$1,789.96 for materials, which I find is not obviously unreasonable. Similarly, I find the invoice's \$92 for a gas permit and \$60 to dispose of the old hot water tank reasonable. I find it unreasonable for Aslan to have charged anything for mileage in the absence of a clear agreement about this, so I do not allow any amount for mileage.
22. I turn to the invoice's \$714 for labour. Aslan charged Mr. Young for two installers for 3.5 hours from 9am-12:30pm on September 23, 2022, as shown on the work orders. The first installer's rate was \$120 per hour and the second installer's rate was \$84 per hour. Aslan does not explain why the second installer was charged at a lower rate, and there is no obvious reason for the higher rate. So, I find \$84 is a reasonable rate.
23. Next, Aslan says it sends a second person for hot water tank installations because the tanks can be very heavy and awkward to put in place depending on the space. However, Aslan does not say a second person was required in this case for either of these reasons, or for any other reason. So, I find it was not reasonable for Aslan to charge Mr. Young for two installers.

24. Finally, Aslan submitted the installers' time as recorded on a vehicle tracking report. I find between 9am and 12:30pm, the report indicates the vehicle was stationary on Mr. Young's road for 1 hour and 58 minutes, without specifying the address. The report records another 1 hour and 15 minutes on Mr. Young's road at an address that is not Mr. Young's, between 1:23pm and 2:57pm. This could mean Aslan's employees parked down the road from Mr. Young's house in the afternoon. However, it does not explain why the afternoon attendance does not match the timeframe recorded on the work orders. On balance, I find Aslan likely spent just under 2 hours to replace the hot water tank at Mr. Young's house.
25. So, I find Aslan is entitled to \$168 (\$84 x 2 hours) for one installer's labour.
26. Altogether, I find Aslan is entitled to \$1,789.96 for materials, \$92 for a gas permit, \$60 for disposal, and \$168 for labour. With tax, this totals \$2,215.46, which I find Aslan was entitled to charge Mr. Young.
27. As Mr. Young has already paid \$1,800, I order him to pay \$415.46.
28. The *Court Order Interest Act* applies to the CRT. I find Aslan is entitled to pre-judgment interest from June 2, 2023 (the date around which Aslan mailed its invoice to Mr. Young), to the date of this decision. This equals \$18.23.
29. 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. Aslan was partly successful, so I find it is entitled to reimbursement of half its CRT fees, which is \$62.50. Aslan did not claim any dispute-related expenses.
30. Mr. Young claims \$748 in lost wages for time spent dealing with this dispute. I dismiss this claim because he was not successful, and the CRT does not order compensation for time spent dealing with a CRT proceeding except in extraordinary circumstances, which I find do not exist here. Even if there had been extraordinary circumstances, Mr. Young did not provide any proof of lost wages.

ORDERS

31. Within 30 days of the date of this order, I order Mr. Young to pay Aslan a total of \$496.19, broken down as follows:
- a. \$415.46 in damages, for the unpaid amount of the hot water tank replacement,
 - b. \$18.23 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 in CRT fees.
32. Aslan is entitled to post-judgment interest as applicable.
33. I dismiss Mr. Young's claim for dispute-related expenses.
34. 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.

Megan Stewart, Tribunal Member