



Civil Resolution Tribunal

Date Issued: April 17, 2024

File: SC-2023-000622

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. Bariesheff*, 2024 BCCRT 366

B E T W E E N :

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

APPLICANT

A N D :

JOSEPH BARIESHEFF

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This dispute is about furnace repair services. Joseph Bariesheff hired Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. (Aslan) to

repair his gas furnace. Aslan says it has not been paid for its services and claims \$1,794.47. Aslan is represented by an authorized employee.

2. Mr. Bariesheff does not dispute that he owes Aslan for some furnace repair work. However, he says that he should only have to pay Aslan \$1,188.30 for the work it did to diagnose the initial problem and replace the control board. Mr. Bariesheff says that Aslan's later work addressing squeaking sounds coming from the furnace did not resolve the squeaking, which he says was caused by Aslan in the first place. So, Mr. Bariesheff argues he should not have to pay Aslan for this later work. Mr. Bariesheff is self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me and that an oral hearing is not necessary.
5. 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.
6. 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.
7. In the Dispute Notice, Aslan named Mr. Bariesheff as "Joesph Bariesheff". However, Mr. Bariesheff's Dispute Response shows that his name is "Joseph Bariesheff". I find

the different spelling of Mr. Bariesheff's first name in the Dispute Notice was due to a typographical error. So, I have exercised my discretion under CRTA section 61 to amend the style of cause to reflect Mr. Bariesheff's correct name.

ISSUE

8. The issue in this dispute is whether Mr. Bariesheff must pay Aslan the claimed \$1,794.47, or some other amount, for the furnace repair work.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Aslan must prove its 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.
10. In November 2021, Mr. Bariesheff hired Aslan to repair a furnace at his rental property. At the time, the gas furnace was not working, and the tenants had no heat. The evidence shows Aslan attended on November 5 to diagnose the problem and then returned on November 8 to replace the furnace's control board, following which the furnace started to work. However, on November 8, after Aslan's technician left, the tenants informed Mr. Bariesheff that the furnace was now making noise every time it turned on. Mr. Bariesheff asked Aslan to return, which it did on November 9. During that visit, Aslan's technician noted the furnace's blower fan was squeaking. The technician removed the fan, cleaned it out, and cleaned and oiled the blower. The work order from November 9 notes the technician found a mask in the blower, which I discuss further below. According to the technician's notes, there was no squeaking after they did the above work. However, Mr. Bariesheff says the squeaking continued, so he had Aslan return on November 15. During this visit, Aslan's technician noted the blower was squeaking when the furnace turned on and off. The technician added screws and bent the front top panel to eliminate the squeaking. Mr. Bariesheff says the squeaking continued but he asked Aslan to close out the file.

Aslan says that its technicians did what they could to address the squeaking, but the only permanent fix is to replace the blower fan, which Mr. Bariesheff did not want to do.

11. Aslan sent its \$1,794.47 invoice for the furnace repair work to Mr. Bariesheff on January 16, 2023. The invoice noted the \$1,794.47 was for the technicians' time during the 4 visits, parts and supplies (including the new control board), and mileage. Mr. Bariesheff does not dispute that Aslan completed the invoiced work. However, he says that he should only have to pay for Aslan's first 2 visits. In particular, Mr. Bariesheff alleges that Aslan caused the squeaking issue by leaving a mask in the furnace, which allegedly damaged the blower fan. So, Mr. Bariesheff argues that since Aslan caused the alleged damage and has not fixed the squeaking, he should not have to pay for Aslan's final 2 visits.
12. Aslan, on the other hand, says that the squeaking was due to the blower cage being unbalanced and because the blower fan needs to be replaced. I infer Aslan argues that it did not cause the damage as alleged.
13. While the burden is on Aslan to prove it is entitled to the claimed \$1,794.47 for the furnace repair work, as the party alleging that Aslan damaged the furnace's blower fan, the burden is on Mr. Bariesheff to prove this. For the reasons that follow, I find he has not done so.
14. First, I find Mr. Bariesheff's allegation that it could only have been Aslan's technician that left the mask behind to be somewhat speculative. However, even if I accept that it was more likely than not that Aslan's technician left the mask in the furnace, Mr. Bariesheff has not established that it is the mask that damaged the blower fan which resulted in the persistent squeaking sound.
15. I find the issue of whether the mask damaged the blower fan and caused the squeaking is a technical matter that is outside of ordinary knowledge and requires expert evidence to prove. Mr. Bariesheff has not provided any expert evidence to show that the mask actually caused any damage. So, even if it was Aslan's technician

that left the mask in the furnace, I find it unproven that Aslan caused any damage and is responsible for the squeaking noise.

16. In his written submissions, Mr. Bariesheff argues that Aslan had his tenant sign the work authorization forms. However, there is no dispute that it was Mr. Bariesheff that hired Aslan and that he had asked Aslan to attend at his rental property 4 times to address the control board and squeaking issues mentioned above. So, I find Mr. Bariesheff must pay Aslan for its furnace repair work. Mr. Bariesheff does not dispute the hours or rates Aslan invoiced for the completed work and related charges, and I find nothing unreasonable about them. Further, while Aslan's work on the 2 later visits may not have resolved the squeaking issue permanently, I find it unproven that the work it did to address the squeaking was deficient or below industry standard. So, I find Mr. Bariesheff must pay Aslan the invoiced \$1,794.47 for the furnace repair work.
17. The *Court Order Interest Act* (COIA) applies to the CRT. As noted above, Aslan did not issue its invoice to Mr. Bariesheff until January 2023, over a year after it completed the work. In the Dispute Notice, Aslan seeks COIA pre-judgment interest from February 28, 2023, a date I find reasonable. So, I find Aslan is entitled to pre-judgment interest on the \$1,794.47 from February 28, 2023 to the date of this decision. This equals \$99.30.
18. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. So, I find Aslan is entitled to \$125 for its paid CRT fees. Neither party claims any dispute-related expenses, so I award none.

ORDERS

19. Within 30 days of the date of this decision, I order Mr. Bariesheff to pay Aslan a total of \$2,018.77, broken down as follows:
 - a. \$1,794.47 in debt for the furnace repair work,
 - b. \$99.30 in pre-judgment interest under the COIA, and

c. \$125 in CRT fees.

20. Aslan is entitled to post-judgment interest, as applicable.

21. 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