



# Civil Resolution Tribunal

Date Issued: August 19, 2024

File: SC-2023-007586

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Inner-City Flooring Sales & Installation Inc. v. Rycroft*, 2024 BCCRT 790

B E T W E E N :

INNER-CITY FLOORING SALES & INSTALLATION INC.

**APPLICANT**

A N D :

LUCAS RYCROFT

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell, Vice Chair

## INTRODUCTION

1. This dispute is about payment for hardwood stair installation.
2. The applicant, Inner-City Flooring Sales & Installation Inc. (ICF), says it installed hardwood flooring and stairs in the home of the respondent, Lucas Rycroft. ICF says Lucas Rycroft owes \$4,656.12 for the unpaid portion of its invoice.

3. ICF is represented by its owner. Lucas Rycroft is self-represented. Lucas Rycroft did not provide pronouns or a title, so I respectfully refer to Lucas Rycroft as “they” in this decision.
4. Lucas Rycroft says ICF installed the hardwood stairs poorly, and did not complete the work. Lucas Rycroft says they owe nothing, because they had to hire another contractor to remove ICF’s work, and because ICF agreed that Lucas Rycroft’s payments towards its invoice were “full and final”.
5. For the reasons set out below, I find in favour of ICF in this dispute.

## **JURISDICTION AND PROCEDURE**

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT’s formal written reasons.
7. 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. 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.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

### ***Statement of PB***

9. ICF provided a written statement from PB. Corporate registry documents show that PB is a director of ICF. Lucas Rycroft says PB’s statement should be “qualified as a 3<sup>rd</sup> party statement.” By that, I infer they mean PB’s statement contains hearsay,

which it does. Hearsay is admissible in CRT proceedings. However, I find no issues in this dispute turn on the content of PB's statement. So, I put no weight on it in making this decision.

## **ISSUE**

10. Must Lucas Rycroft pay ICF \$4,656.12 for stair installation?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, ICF, as the applicant, must prove its claims on a balance of probabilities (meaning "more likely than not"). I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.
12. In April 2023, ICF provided several estimates to Lucas Rycroft for various methods of installing engineered hardwood floors and stairs. ICF says, and Lucas Rycroft does not dispute, that the parties agreed to the work set out in estimate #2117. That estimate set out a total price of \$25,809.90 to install engineered hardwood flooring in the entry, office, dining room, living room, family room, kitchen, closets, landing, and also to install engineered hardwood stairs. The evidence shows there were some changes to the scope of work after the estimate's date, but I find nothing in this decision turns on that.
13. ICF began its work in Lucas Rycroft's home around May 15, 2023. Text messages and an email from Lucas Rycroft's general contractor PR state that on May 28, ICF's installer, LC, left the jobsite. ICF does not dispute this. The parties provided evidence and submissions about ongoing jobsite conflicts between LC and PR. The parties disagree about whether LC or PR caused the conflicts. I find nothing in this dispute turns on that, so I make no findings about it.
14. On May 30, ICF sent another installer. That installer finished most of the job, but the parties agree that the stair work was incomplete.

15. On June 6, Lucas Rycroft emailed PB. Lucas Rycroft said they had an expert assess the stairs, who concluded that the stairs had to be “removed and redone”, and that the treads and nosings did not meet industry standards.
16. A party alleging deficiencies in construction work has the burden of proving them. See *Absolute Industries v. Harris*, 2014 BCSC 287, at paragraph 61.
17. In this case, Lucas Rycroft provided photos of the stairs showing alleged deficiencies. I agree that some of these photos show problems such as gaps, rough edges, and drywall damage. So, I accept there were deficiencies or incomplete work on the stairs. However, I find Lucas Rycroft has not proved their assertion that the stairs’ deficiencies could not be touched up, and that instead the stairs must be replaced.
18. Where a dispute’s subject matter is technical or beyond common understanding, and is not obvious to a non-expert, it is necessary to produce expert evidence to prove the alleged deficiency. See *Bergen v. Guliker*, 2015 BCCA 283, paragraphs 124 to 131. This is because the standards of a particular industry are often outside an ordinary person’s knowledge and experience. The exceptions to this general rule are when the alleged breach relates to something non-technical or is so egregious that it is obviously below the standard of care. See: *Schellenberg v. Wawanese Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.
19. I find the photos in evidence do not obviously show that the stairs do not meet industry standards and must be replaced. I find that this is a technical matter, requiring expert evidence. Lucas Rycroft’s email, and a subsequent text message, state that they had a professional assess the stairs. However, there is no statement or report from that professional in evidence, and Lucas Rycroft did not provide the professional’s name, or the date of the inspection.
20. Lucas Rycroft provided evidence about other contractors’ subsequent work on the stairs. I find this evidence unpersuasive, because there is no expert report or similar evidence before me explaining exactly what was wrong with ICF’s work, or what additional work was necessary to fix it.

21. For these reasons, I find Lucas Rycroft's assertion that the stairs needed replacement is unproven.
22. However, it is undisputed that ICF left some work incomplete. ICF says this was because Lucas Rycroft breached the contract by refusing to let ICF finish. ICF says that because of this, and because it substantially completed the contracted work, Lucas Rycroft must pay the outstanding \$4,656.12 on ICF's invoice. I do not agree with this argument because PB texted Lucas Rycroft on June 12, stating that he could send LC back to do minor touch-ups on the stairs, or ICF could "discount the stairs" and Lucas Rycroft could find someone else to sand and fill them.
23. ICF offered to discount the bill and have Lucas Rycroft arrange to have someone else complete the work. So, I find ICF cannot expect full payment now that Lucas Rycroft has, in effect, chosen that option by engaging someone else to do the stair work. However, the parties never agreed on the amount of the discount. ICF did not specify an amount. Lucas Rycroft unilaterally decided not to pay the \$4,656.12 remaining on the final invoice.
24. As explained above, I find Lucas Rycroft has not proved that ICF's stair work needed to be removed and replaced. But ICF has not provided evidence about how much it would cost, or how much labour and materials it would take, to complete the stairs.
25. ICF's final invoice shows that the stair work was \$3,514.95, including tax. The other portions of the \$27,389.58 final invoice are for other work, primarily flooring in other rooms. Based on that, I find it would be unreasonable to conclude that Lucas Rycroft was entitled to a \$4,656.12 discount for the stair work. On a judgment basis, I conclude that Lucas Rycroft must pay two thirds of the \$4,656.12, which equals \$3,104.07.
26. The *Court Order Interest Act* (COIA) applies to the CRT. I find ICF is entitled to pre-judgment interest from June 12, 2023 (the date of ICF's offered discount). This equals \$240.68.

27. As ICF was partially successful in this dispute, under CRTA section 49 and the CRT's rules I find it is entitled to reimbursement of half of its CRT fees. This equals \$62.50. Neither party claimed dispute-related expenses, so I order none.

## **ORDERS**

28. I order that within 30 days of this decision, Lucas Rycroft must pay ICF a total of \$3,407.25, broken down as follows:

- a. \$3,104.07 in debt,
- b. \$240.68 in pre-judgment interest under the COIA, and
- c. \$62.50 in CRT fees.

29. ICF is entitled to post-judgment interest under the COIA, as applicable.

30. This is a validated decision and order. 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.

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Kate Campbell, Vice Chair