



Civil Resolution Tribunal

Date Issued: August 22, 2024

File: SC-2023-008475

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Okanagan Handyguy Handyman Ltd. v. Richardson*, 2024 BCCRT 809

B E T W E E N :

OKANAGAN HANDYGUY HANDYMAN LTD.

APPLICANT

A N D :

DOUGLAS RICHARDSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Debra Febril

INTRODUCTION

1. This dispute is about allegations of unpaid labour. The applicant, Okanagan Handyguy Handyman Ltd., says the respondent, Douglas Richardson, hired it to build a fence and remove some trees. It says it completed the work in August 2022, and the respondent refuses to pay it. The applicant claims \$1,896.30 for the unpaid amount.

2. The respondent says the work the applicant did was incomplete, not properly done, and cost more than they agreed to. The respondent says that the applicant is asking for more money for a job it did not complete. The respondent also says that it would cost them more money to fix the fence properly. The respondent has not filed a counterclaim and I infer from their submissions they are asking this claim to be dismissed.
3. The applicant is represented by its director and the respondent is 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). Section 2 of the CRTA 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. 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.
6. 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 court.
7. Where permitted by section 118 of the CRTA, 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.

ISSUE

8. The issue in this dispute is whether the respondent owes the applicant money for unpaid labour, and if so, how much?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities (meaning more likely than not). 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 the applicant did not provide any documentary evidence, or submissions apart from those in their Dispute Notice filed at the outset of this proceeding.
10. The undisputed evidence is that the parties had an agreement that the applicant would build a vinyl fence and remove some trees along the fence line.
11. The parties disagree about the pay arrangements and the quality of the work done.
12. A contractor is generally entitled to full payment upon substantial completion of the work (see *Belfor (Canada) Inc. v. Drescher*, 2021 BCSC 2403).
13. The applicant claims the respondent owes it \$1,896.30 for work it completed but did not provide any documentary evidence despite having the opportunity to do so. It does not say how it came up with the amount it claims as a debt, nor did it provide an invoice for the claimed amount. It does not provide any evidence of work it may have completed. But the respondent did provide photos of the fence, and agrees the applicant put the fence up. So, I find the applicant has not proven it is entitled to the claimed amount.
14. The respondent says both parties agreed to a total cost of \$4,500 to build their fence and remove some trees. The respondent says they already paid the \$4,500 and ended up having to pay the applicant an extra \$382 for incomplete and deficient work.

The applicant does not deny it received a total of \$4,882 as payment from the respondent. It simply states it is owed a further \$1,896.30.

15. As mentioned above, the applicant bears the burden of proving its claim. I find it has not met that burden because the respondent has provided evidence that it paid the undisputed price to build the fence and remove the trees.
16. I dismiss the applicant's claim for \$1,896.30.
17. The respondent raised a number of arguments about deficiencies, but I find I do not have to address these since I have dismissed the applicant's claim, and the respondent has not filed a counterclaim.

CRT FEES AND DISPUTE RELATED EXPENSES

18. 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 unsuccessful, I dismiss its claim for reimbursement of CRT fees. Neither party claimed dispute related expenses.

ORDER

19. I dismiss the applicant's claims and this dispute.

Debra Febril, Tribunal Member