



Civil Resolution Tribunal

Date Issued: August 23, 2024

Files: SC-2023-006580
and SC-CC-2024-001365

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *ENT Electric Ltd. v. Wang*, 2024 BCCRT 819

BETWEEN:

ENT ELECTRIC LTD.

APPLICANT

AND:

JOHN WANG

RESPONDENT

AND:

ENT ELECTRIC LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. John Wang hired ENT Electric Ltd. to upgrade his electrical panel. ENT did so. After the project was completed, the reconnection fees charged by BC Hydro were higher than the parties thought. ENT paid the higher fee on Mr. Wang's behalf and asks Mr. Wang to reimburse it. ENT seeks \$542.99. ENT is represented by its owner or principal, Tim Liu.
2. Mr. Wang says ENT improperly quoted for BC Hydro's fees. He says ENT should be responsible for any shortfall. Mr. Wang also counterclaims for \$1,720 against ENT. This includes \$720 for Mr. Wang's own labour in assisting in ENT's work, \$500 for ENT's failure to re-tile around the new electrical panel, and \$500 for ENT's alleged improper disposal of Mr. Wang's old electrical panel. ENT denies Mr. Wang's claims. Mr. Wang represents himself.

JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (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. These are the CRT's formal written reasons.
4. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, both parties mostly disagree about a conversation that happened early in their relationship. While credibility issues can in some cases be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal, and flexible manner. Here, given the parties' positions, I find an oral hearing would not resolve any credibility issues. I find the case ultimately turns on the documentary evidence. For these reasons, given the CRT's mandate, I find the benefit of an oral hearing does

not outweigh the efficiency of a hearing by written submissions. I also note neither party requested an oral hearing.

5. Section 42 of the CRTA says that 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 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.

Late evidence

7. CRT staff notified me that Mr. Wang asked to provide further evidence after the parties exchanged their evidence and submissions. The late evidence was an email from BC Hydro confirming that Mr. Wang's power was disconnected for 1 day on March 1, 2023. While this email supports Mr. Wang's timeline about the power disconnection, discussed below, that fact was not in dispute. So, while I reviewed the late evidence email, I found it was not necessary to get further submissions from ENT about it as it was not specifically relevant to the issues before me.

ISSUES

8. The issues in this dispute are:
 - a. Does Mr. Wang owe ENT \$542.99 for BC Hydro reconnection fees?
 - b. Does ENT owe Mr. Wang \$1,720 for labour, an unfinished wall, and the missing electrical panel?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, both ENT and Mr. Wang must prove their respective claims on a balance of probabilities (meaning "more likely than not"). While I have

read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.

10. In early 2023, Mr. Wang sought to upgrade his home's electrical panel to install a heat pump and take advantage of a \$3,500 government grant. Mr. Wang obtained an estimate from at least one other company (FME), but ultimately decided to proceed using ENT.
11. ENT's first quote, dated January 29, 2023, totaled \$5,400.59 plus tax. This quote did not include BC Hydro's reconnection fees. Mr. Wang says on February 3, 2023 he told Mr. Liu about FME's quote for \$4,643.78, including tax, and says Mr. Liu agreed to a budget of 80% of FME's quote. ENT ultimately invoiced a total of \$4,350.26. Mr. Wang says if he were to pay ENT's additional claimed \$542.99, it would mean ENT charged more than FME, which is inconsistent with the parties' verbal agreement.
12. Verbal contracts can be enforceable like a written contract, but are often harder to prove. Here, I find Mr. Wang has not proven the parties had a verbal contract limiting ENT's work to 80% of FME's quote. First, Mr. Liu specifically denies it. Second, and most importantly, on February 9, 2023, after the parties' alleged conversation on February 3, Mr. Liu sent Mr. Wang an updated quote. This quote was for \$4,143.10, plus tax, and included \$845 for BC Hydro's reconnection fee. I find if Mr. Wang and Mr. Liu had agreed to 80% of FME's quote, Mr. Wang would have questioned ENT's newest quote, which is higher than 80% of FME's quote. I also note that Mr. Wang omitted these specific days' text messages in his evidence about the parties' conversation. On balance, I find the parties' proceeded on the February 9, 2023 quote, and that formed the basis of their contract.
13. That being said, the quote itemized \$845 plus GST for BC Hydro fees, when they actually totaled \$1,342 plus GST. Mr. Wang says that ENT should have contacted BC Hydro and confirmed the fees and properly budgeted for them. ENT says Mr. Wang told Mr. Liu the fees would be \$845, and so it proceeded on that basis, and BC Hydro ultimately charged ENT the higher amount. Text messages in evidence show that on January 26, 2023, Mr. Wang told Mr. Liu that BC Hydro told him it would

charge \$845 if the “line” did not need to be replaced, or \$1,342 if replacement was necessary. Mr. Wang asked Mr. Liu to provide quotes for both options.

14. Although ENT did not provide 2 quotes, I find Mr. Wang was fully aware that the BC Hydro charges could be as high as \$1,342 plus GST. The expected BC Hydro charge was itemized separately on ENT’s February 9, 2023 quote. So, while ENT did not provide 2 separate quotes showing the different possibilities, I find he was aware of them and proceeded with the work. I accept that neither party knew BC Hydro would charge the higher amount until after the work was done. While Mr. Wang argues ENT should have called BC Hydro to find out what it was going to charge, based on Mr. Wang’s own text messages, I find BC Hydro needed to visit the site before knowing that answer.
15. So, is ENT entitled to the claimed \$542.99? BC Hydro’s invoice was for \$1,342 plus GST, for a total of \$1,409.10. ENT undisputedly paid this full amount on Mr. Wang’s behalf, but Mr. Wang only paid ENT \$887.25. The difference is \$521.85. I find Mr. Wang must pay ENT this amount.
16. The remaining \$21.14 is for a late payment fee charged by BC Hydro. There is no evidence Mr. Wang agreed to pay for any late payment fees, and no explanation why ENT paid the invoice late. So, I find it has not proved it is entitled to reimbursement of this amount.
17. ENT is entitled to pre-judgment interest on the \$521.85, under the *Court Order Interest Act*. Calculated from May 12, 2023, the date ENT paid BC Hydro’s invoice, this totals \$33.56.

The counterclaim

18. I turn to Mr. Wang’s counterclaim, which consists of 3 parts. First, he claims \$720 for his labour assisting ENT in doing the work. He says his labour helped so that BC Hydro only had to disconnect his home’s power for 1 day, instead of the 2 days it was expected to take.

19. Mr. Wang also says it was part of the parties' verbal agreement that he would pay less to ENT and provide his own labour, to keep costs down. As noted above, I find Mr. Wang has not proven the parties had such an agreement. To the extent Mr. Wang assisted ENT, I find this was likely an attempt to keep costs down for himself, and I find there was never an agreement that ENT would compensate Mr. Wang for this work. Nor is there is any indication ENT invoiced for work done by Mr. Wang. On that basis, I dismiss Mr. Wang's counterclaim for labour payment.
20. Next, Mr. Wang's claim that ENT failed to finish its work. ENT undisputedly removed Mr. Wang's old electrical panel and installed a new panel. The new panel was installed on a tiled wall and is quite a bit smaller than the old panel. Mr. Wang says ENT failed to fix the wall surrounding the panel by not re-tiling the area. He claims \$500 towards the amount he paid a contractor to fix it. ENT says it never agreed to repair any drywall or other finishing work, as that is beyond its scope as an electrician.
21. Mr. Wang provided a text message conversation he had with B, an employee of FME. While Mr. Wang argues the messages show that electricians are supposed to repair all the work they do, I find the messages do not assist him. In the message, B said that all electricians structure their quotes differently, and sometimes it is necessary to work out all the details before agreeing to go with a company. While B said it would be their practice to close the wall if the customer was unhappy, I find that does not mean ENT was obligated to do the same. Mr. Wang also asked a city electrical inspector, MA, whether the wall repair would be the expense of the customer or electrician. MA said it was something that would need to be discussed between the owner and electrician, and that some electricians do not have the skill set to do wall repairs. I note ENT's quote did not provide for any interior wall repair, nor did it invoice for any.
22. To the extent Mr. Wang alleges ENT was negligent because it did not repair the wall, I find he has not proven that. In claims of professional negligence, expert evidence is typically required to establish the applicable standard of care and whether it was breached (see: *Bergen v. Guliker*, 2015 BCCA 283). Here, I find there is no expert

evidence showing ENT's failure to repair the wall fell below the standard of a reasonably competent electrician. So, I dismiss Mr. Wang's counterclaim for reimbursement for wall repairs.

23. Finally, Mr. Wang says that ENT improperly disposed of his old electrical panel, so he claims \$500 in damages. He says ENT probably sold it for ENT's own benefit. He also says Mr. Liu lied to him that his old panel was 100 amps, when it was actually 200 amps. However, I find this is not proven given an email in evidence where Mr. Wang asked MA about his old panel, and MA said they believed it was probably a 125 amp panel and the meter base was 200 amp. So, I find this allegation unproven.
24. ENT says the old panel was obsolete and out of service. It says it could not use an old panel because it would not meet the necessary requirements. ENT says it asked Mr. Wang and, with his consent, it disposed of the old panel by recycling it for free. Nothing in the text messages supports either party's position about the old panel.
25. Mr. Wang provided a Craigslist ad for a used electrical panel box with breakers for \$600. I am unable to determine whether this panel is comparable to the one removed from Mr. Wang's house or not.
26. As noted, Mr. Wang bears the burden of proving his claims. I find he has not proven it is more likely than not that he suffered a loss when ENT undisputedly disposed of the old panel. I dismiss this aspect of his counterclaim.
27. In summary, I dismiss Mr. Wang's counterclaim in its entirety.

FEES AND EXPENSES

28. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. ENT was substantially successful, so I find Mr. Wang must reimburse it \$150 in paid tribunal fees. ENT also claims \$220 for translation fees, which I find Mr. Wang must reimburse.

29. As Mr. Wang was unsuccessful, I dismiss his claim for reimbursement of tribunal fees and dispute-related expenses.

ORDERS

30. Within 21 days of the date of this decision, I order Mr. Wang to pay ENT a total of \$925.41, broken down as follows:

- a. \$521.85 in damages,
- b. \$33.56 in pre-judgment interest under the *Court Order Interest Act*,
- c. \$150 in tribunal fees; and
- d. \$220 in dispute-related expenses.

31. ENT is also entitled to post-judgment interest, as applicable.

32. Mr. Wang's counterclaim is dismissed.

33. 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.

Andrea Ritchie, Vice Chair