



# Civil Resolution Tribunal

Date Issued: May 23, 2025

File: SC-2024-003877

Type: Small Claims

## Civil Resolution Tribunal

Indexed as: *Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd. v. JA (Litigation Guardian of)*, 2025 BCCRT 676

B E T W E E N :

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

**APPLICANT**

A N D :

KN, as litigation guardian of JA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Nyhuus

## INTRODUCTION

1. This dispute is about an unpaid invoice.
2. The applicant, Aslan Electrical, Plumbing, Gasfitting, Refrigeration & Sheetmetal Services Ltd., says the respondent, JA, hired it to service his pool heater. The

applicant says the respondent has failed to pay its invoice of \$552.25 and claims this amount. An employee represents the applicant.

3. The respondent says the applicant's technician disassembled the pool heater, took critical parts, and left it in an unsafe condition. He says the applicant failed to send another technician to complete the job, so he canceled the work order. He also says the applicant never invoiced him.
4. Shortly after the applicant serviced the respondent's pool heater, the respondent was diagnosed with a medical condition that impairs his mental capacity. The respondent is represented by his litigation guardian, KN. KN is the respondent's daughter and not a lawyer.
5. To protect the respondent's privacy given his medical condition, I have anonymized the names of the respondent and his litigation guardian in the published version of this decision.

## **JURISDICTION AND PROCEDURE**

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
7. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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.

8. 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.
9. 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.

## **ISSUE**

10. The issue in this dispute is whether the respondent must pay the applicant's invoice for servicing the pool heater.

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities. This means "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 explain my decision.
12. The parties do not dispute the basic facts. The respondent's pool heater was not working, so he hired the applicant to service it. On July 18, 2022, the applicant's technician attended the respondent's property and inspected the pool heater. The technician partly disassembled the pool heater and determined that its thermopile generator had burnt out. The technician left the applicant's home and drove to a supplier to order a replacement part.
13. The respondent says he grew tired of waiting for the applicant to return to complete the work, although he does not say how long he waited. At some point, the respondent called the applicant to ask it to cancel the order for the replacement part, saying he had decided to instead buy a new pool heater. The applicant cancelled the order and issued the respondent an invoice.

14. The invoice in evidence is dated July 18, 2022 and totals \$525.95 before tax, broken down as follows:
- a. \$420 for 3.5 hours of labour (\$120 per hour),
  - b. \$95.95 for 101 km of mileage (\$0.95 per km), and
  - c. \$10 for shop supplies.
15. The applicant provided 3 other documents in support of its entitlement to payment for the invoice. First, it provided a GPS tracking report that shows the technician's transit between the applicant's shop, the respondent's house, and the applicant's supplier. The time stamps on this document support the 3.5 hours the applicant invoiced.
16. Second, the applicant provided a work order document that its technician completed, diagnosing the issue with the pool heater and their actions taken.
17. Lastly, the applicant provided a signed "Work Authorization Form" (WAF). While the WAF does not include the respondent's printed name, it is undisputed that the respondent signed it.
18. I note that the respondent does not argue that he lacked mental capacity to enter into the WAF, so I have not considered whether the contract should be void for that reason. The respondent says his medical incapacity did not arise until after the applicant serviced his pool heater. By signing the WAF, I find the respondent agreed to its terms.
19. The WAF includes the mileage and hourly rates and says that the respondent agrees to pay for the technician's time performing the work, starting from when the technician leaves the shop until their return to the shop, including mobilization and demobilization. The WAF also says that the respondent acknowledges his responsibility for all labour and parts the applicant uses until such time as the equipment is repaired or the contract is terminated.

20. Based on the applicant's evidence, I find that the parties had a contract for the applicant to service the respondent's pool heater. I find the applicant examined the pool heater, diagnosed the issue, and ordered a replacement part for the heater. Before that part arrived, the respondent canceled the remaining work. While he was allowed to cancel the work under the WAF, the WAF says he remains liable for the applicant's labour up to the cancellation. I find the invoice is consistent with both the services the applicant performed and the contract's terms. So, I find the respondent must pay the applicant's invoice.
21. The respondent makes three main arguments for why he should not be required to pay the invoice: (1) the applicant's technician left the pool heater in an unsafe condition, (2) the applicant's technician removed critical parts from the heater and failed to return them, and (3) the applicant never invoiced him. I review each argument in turn.

#### Unsafe condition

22. The respondent says the technician left the pool heater partially disassembled and in an unsafe condition. I find the respondent argues that the applicant's work was deficient or negligent. Since the respondent did not file a counterclaim against the applicant, I infer he argues he is entitled to a set-off for the deficient work. As the respondent is the party alleging that the applicant's work was negligent or below a reasonably competent standard, the respondent must prove the deficiencies.<sup>1</sup>
23. The respondent provided a picture of the pool heater which he says shows that the technician left a gas line open ended. The applicant denies leaving the heater in an unsafe condition. It says that the gas was turned off to the unit and that the heater was not on or working. It also says its technician did not leave the equipment in the manner shown in the picture. I find I do not need to decide whether the applicant left the equipment in the state shown in the picture because based on the picture alone, I cannot tell what is unsafe about the pool heater's condition.

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<sup>1</sup> See *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287, at paragraph 61.

24. The respondent says the gas line was left open. I am not sure what the respondent means by this. Was the gas line allowing gas to escape into the air? Was there a risk of gas poisoning or a fire hazard? If so, I find it likely that the respondent would have described such hazards.
25. I find that the respondent has not proven that the pool heater was unsafe. Even if it was, I am not persuaded that the applicant made it unsafe. So, I find the respondent has not proven that the applicant's work was deficient or negligent.

Critical parts removed

26. The respondent says that the applicant's technician removed critical parts from the pool heater. He says he demanded the applicant return the parts but that it failed to do so. The respondent has not provided any evidence of such demands. The applicant denies taking any parts.
27. The respondent has not said what critical parts were removed and missing. I find the picture alone does not help prove that anything is missing.
28. The respondent says he had to purchase a natural gas pilot burner replacement kit for the pool heater and hire another gas fitter to complete the work. The respondent did not provide the gas fitter's invoice because he says he is not looking to recuperate this cost from the applicant. The respondent has not provided any statement from this second gas fitter about missing components or unsafe servicing.
29. The respondent provided a receipt for a natural gas pilot burner replacement kit. However, I find this does not help the respondent prove that the applicant removed any critical components from the pool heater. The applicant had determined that a new part was necessary. I find it likely that the part the respondent ordered is the part that the applicant's technician identified as requiring replacement.

30. Overall, I find the respondent's claim about missing parts is too vague. I find the respondent has not proven he is entitled to a set-off for the cost of any missing parts.

Invoice not sent

31. The respondent also denies that the applicant ever sent an invoice. The applicant disputes this and says it sent its invoice multiple times. It also says it contacted the respondent's realtor when the respondent later listed his house for sale.

32. I find nothing turns on this. Whether the respondent received the invoice or not, he is now aware of the applicant's claim. The legal deadline, or limitation period, for the applicant's claim has not passed. So, a delayed or missing invoice is not a legal basis for the respondent to refuse to pay the applicant for its services.

33. I note that even though the respondent ended the parties' contract prior to the applicant completing the repair work, the respondent did receive a benefit from the applicant's work. The applicant investigated the pool heater and diagnosed the issue. The applicant is entitled to payment for this service.

34. In summary, I find no proven deficiencies with the applicant's work. So, I find the respondent must pay the invoiced amount, \$552.25.

35. The *Court Order Interest Act* (COIA) applies to the CRT. However, the COIA says that the court (or the CRT) must not add COIA interest to a monetary order if the parties had an agreement about interest. Here, the WAF includes a monthly service charge on outstanding balances. I find this is evidence that the parties had an agreement about interest, so I find I cannot add COIA interest to the order. Since the applicant did not claim contractual interest in the Dispute Notice, I find I cannot award any.

36. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general

rule. I find the applicant is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses.

## **ORDERS**

37. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$677.25, broken down as follows:

- a. \$552.25 in debt, and
- b. \$125 in CRT fees.

38. The applicant is entitled to post-judgment interest, as applicable.

39. 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.

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Peter Nyhuus, Tribunal Member