



Civil Resolution Tribunal

Date Issued: April 23, 2024

File: SC-2023-001363

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Batth v. Euroline Plumbing & Lightning Inc.*, 2024 BCCRT 387

B E T W E E N :

KIRANDEEP KAUR BATTH

APPLICANT

A N D :

EUROLINE PLUMBING & LIGHTNING INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about a chandelier.
2. Kirandeep Kaur Batth bought a large, five-tier chandelier from Euroline Plumbing & Lightning Inc. (Euroline). Mrs. Batth says that after she installed it, she discovered

some of its lights did not work. Euroline sent an electrician, who repaired the light, but Mrs. Batth says even more lights on the chandelier stopped working shortly after.

3. Mrs. Batth has a 2-year warranty on the light. She asks for an order that Euroline replace the allegedly defective light with a new one, or, alternatively, that Euroline take back the light and provide a full refund.
4. Euroline says the light works but that Mrs. Batth's third party electrician installed it incorrectly. It says its warranty is only for the light it sold and not for the third party electrician's labour. It says it was willing to attend her home to collect the old light and give her a new one, but not to pay for the costs associated with uninstalling and reinstalling the light. Euroline asks me to dismiss Mrs. Batth's claim.
5. Mrs. Batth is self-represented. Euroline is represented by its president, Amanpreet Kaur Khera.
6. For the reasons that follow, I dismiss the applicant's claim.

JURISDICTION AND PROCEDURE

7. These are the Civil Resolution Tribunal (CRT)'s formal written reasons. The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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.
8. 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.

9. 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.
10. 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.
11. Each of the parties provided late evidence throughout the dispute process. The respondent provided evidence after the original deadline set by CRT staff, but the applicant was given an opportunity to respond in their final reply. The applicant provided additional evidence after submissions were complete, but CRT gave the respondent an opportunity to reply. So, I find neither party was prejudiced by the other's late evidence. Given the CRT's mandate respecting flexibility, I have allowed the late evidence and considered it in my decision.

ISSUE

12. The issue in this dispute is whether Euroline must replace Mrs. Batth's chandelier or provide a refund, if either.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Mrs. Batth, as applicant, must prove her claims on a balance of probabilities. 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.
14. On January 5, 2023, Mrs. Batth bought several light fixtures from Euroline. Her purchase included a large, five-tier ring-style chandelier, which is the subject of this dispute. The chandelier has five rings of descending size in a funnel shape. Wires attach rings to each other, and each ring has numerous, dangling crystals. Each ring has its own light or series of lights that shine through the crystals.

15. Mrs. Batth paid \$1,800 for the chandelier. A hand-written note on the invoice says “All the above light has 2 years of warranty – Manjit approved.” There are no further details about the warranty.
16. Mrs. Batth says when she bought the light, she asked if Euroline would install it for her. She says Euroline declined and said she was responsible for installation. This is consistent with Euroline’s submissions that it provides fixtures but not installation services.
17. Given that, I find Euroline limited its warranty to the light itself and not to installation issues. In other words, the warranty was for “parts,” not “parts and labour.”
18. Later that month, Euroline delivered the light to Mrs. Batth’s house where two third party electricians installed it. Mrs. Batth says when her electrician installed it, she discovered one ring was only half-illuminated - a 180 degree arc of the ring remained dark. She says her electricians opened the ring and told her there were loose wires inside the fixture itself.
19. On January 19, Mrs. Batth sent photos of the malfunctioning ring to Euroline. Euroline believed the issue was with installation, so sent their own electrician to Mrs. Batth’s house to examine and repair the light.
20. Euroline says its electrician discovered Mrs. Batth’s electrician had pulled a wire too hard while installing the light, resulting in a loose connection. Euroline’s electrician fixed the light and took photos showing it fully illuminated.
21. On January 22, Mrs. Batth complained to Euroline that her chandelier had fingerprints from Euroline’s electrician. Euroline denies that its electrician was responsible for the fingerprints and blames the original installers. Mrs. Batth provided a video that shows two people installing the chandelier with bare hands. I find she has not proved, on a balance of probabilities, the fingerprints are from Euroline’s electrician.

22. Mrs. Batth also said Euroline's electrician broke "half" of the light's crystals. She sent a photo showing one chipped crystal attached to the fixture and a number of loose, but seemingly intact, crystals in a box.
23. It is not clear from the photos or evidence when or how the single crystal was chipped. While Mrs. Batth says it was Euroline's electrician, she does not explain how she knows it was not her own installers. I find she has not proven Euroline's electrician damaged the chandelier.
24. It is not clear from the evidence whether the crystals in the box were broken or could be re-attached to the light. That said, one photo of the chandelier shows one ring has a 45 degree-arc without any crystals. The remaining photos, including the most recent ones, do not show any obvious large gaps. So, I infer the crystals were intentionally removed to investigate the failure's source and later re-installed. I find there is no evidence of damage to the loose crystals.
25. On March 22, 2023, Mrs. Batth told Euroline the chandelier was not working. Photos show at least two rings are partially unilluminated. Euroline offered to replace the light if Mrs. Batth uninstalled it and brought it to their showroom but refused to pay for the cost of uninstallation or reinstallation.

Warranty

26. While Mrs. Batth bases her argument in Euroline's warranty, I find that does not assist her. As noted above, Euroline has agreed to replace Mrs. Batth's chandelier once she delivers it to their showroom.
27. Euroline says its warranty only covers the cost of replacing the part and not the costs associated with installation. I find that is consistent with the limited evidence about the warranty's extent from its invoice which is only for "lights." Mrs. Batth has not proved Euroline is responsible for the costs of uninstalling or reinstalling the chandelier.

28. However, if I was persuaded Euroline was responsible for those costs under the warranty, Mrs. Batth has still not proven the warranty applies. As I already found, Euroline limited its warranty to the light itself and did not include issues that arose as a result of installation.
29. The parties disagree about whether the light itself was defective or whether its wires were damaged or loosened during installation. Both explanations are plausible. Since she is the applicant, it falls to Mrs. Batth to prove, on a balance of probabilities, that the light is defective.
30. In a case like this, where the cause of the light's issue is beyond ordinary knowledge, Mrs. Batth must provide expert evidence. This is generally the case where the subject matter is technical or beyond common understanding.¹
31. Here, expert evidence, such as from an electrician, could address the question of whether the light itself was defective or whether the issues arose during installation. I would then have been able to weigh that evidence against any expert evidence Euroline may have provided in response. Since Mrs. Batth did not provide any expert evidence, she has not met her burden of proving the light is defective.
32. So, I find Mrs. Batth has not proved she is entitled to any replacement or refund under the warranty, and I dismiss her claim.
33. 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. I see no reason in this case not to follow that general rule. I dismiss Mrs. Batth's claim for CRT fees. Euroline did not pay any CRT fees or claim any dispute-related expenses.

¹ See, eg: *Bergen v. Guliker*, 2015 BCCA 283.

ORDER

34. I dismiss Mrs. Batth's claims and this dispute.

35. 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 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.

Christopher C. Rivers, Tribunal Member