



# Civil Resolution Tribunal

Date Issued: August 1, 2018

File: SC-2017-007574

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cardoso et al v. G.Little Electric Ltd.*, 2018 BCCRT 411

**B E T W E E N :**

Floraza Cardoso and Marc Roger Cardoso

**APPLICANTS**

**A N D :**

G.Little Electric Ltd.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about electrical services the respondent, G.Little Electric Ltd., provided to the applicants, Floraza and Marc Roger Cardoso. The applicants say that the respondent failed to properly install a replacement electrical panel, which shorted and caused damage to their appliances and equipment. The applicants

also say the respondent failed to complete electrical work in their suite, which required them to pay another contractor to finish the job. The applicants claim \$1,312.98 for the equipment damage and \$2,740 as reimbursement for paying another contractor.

2. The respondent says it was hired to upgrade the applicants' electrical panel and that it completed that job. The respondent denies the electrical short was due to any negligence on its part, and denies the applicants' suggestion that the BC Safety Authority found otherwise. The respondent says the suite contract was on a time and materials basis, and so it never billed to completion. The respondent says it is therefore not reasonable to expect the respondent to pay for the other contractor's invoice. The respondent also says its invoices remain unpaid. The parties are self-represented.

## **JURISDICTION AND PROCEDURE**

3. These are the tribunal's formal written reasons. The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act (Act)*. The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. Neither party requested an oral hearing.
5. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in

a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

6. Under the Act and tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## **ISSUE**

7. The issues in this dispute are to what extent, if any, the respondent must pay the applicants for a) \$1,312.98 in damage to their appliances and equipment, and b) the applicants' \$2,740 expense of hiring another contractor to finish the electrical work in their suite.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicants bear the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
9. It is undisputed that on March 20, 2017 the applicants hired the respondent to upgrade their home to a 200 amp panel, for a fixed price of \$3,000 plus GST, which included "removal and disposal of the old panel". The quote also included "all labor and materials". In addition, the applicants agreed to pay \$3,200 for plumbing in their suite, bringing the total fixed price to \$6,200.
10. In addition, in the quote the respondent offered a "special labour rate" to provide "additional electrical work" for the applicants' suite at a rate of \$60 per hour. I find the applicants accepted these terms, as they signed the quote which included all of them. Contrary to the applicants' argument, the respondent was not obliged to finish their basement suite electrical work. The applicants did not pay the respondent a fixed price to finish that electrical work. Rather, the applicant billed that basement suite electrical work on a time and materials basis, as submitted by the respondent.

11. There is insufficient evidence before me to support a conclusion that the respondent billed the applicants for time on the basement suite electrical work that it did not spend. In particular, I note the applicants' August 23, 2017 email that questioned the amount of the respondent's invoice, because to the applicants' surprise it was significantly higher than the respondent's estimate, but which also noted the applicants were "not questioning the diligentness [sic] of your workers". Given my conclusions on this issue, I dismiss the applicants' claim for \$2,740, the amount it paid another contractor to finish the basement suite electrical job.
12. I turn then to the applicants' allegation that the respondent improperly installed the electrical panel upgrade. The applicants primarily rely upon the British Columbia Safety Authority's alleged findings and enforcement action against the respondent. For reasons set out below, I find the applicants have proven the respondent is responsible for the power surge. The amount of damages is discussed further below.
13. On August 14, 2017, the respondent obtained an electrical installation permit from the Safety Authority, on the applicants' behalf. The respondent's designated electrician was LS. On August 17, 2017, the Safety Authority's certificate of inspection shows LS's electrical work passed inspection and was ready to be covered and authorized for connection.
14. It is undisputed that on September 2, 2017, the applicants' home sustained a power surge, which damaged certain equipment and caused a power failure.
15. On September 6, 2017, following the applicants' report of damage, the Safety Authority issued a "Work-in-Progress Assessment". In it, the Safety Authority found that the "old 100 amp service panel" has now been fed by the new 200 amp service, and a "fault in this panel damaged equipment" in the house. The Safety Authority failed the inspection on this basis, because it was "not compliant". The assessment stated that all non-compliance issues must be resolved by September 7, 2017. The assessment report referenced "Code C22.1-15 2-300", described as

“General requirements for maintenance and operation”, and added the following notes (my bold emphasis added):

**When connecting existing equipment to a new service, adequate precautions to ensure safety must be taken** such as insulation integrity testing, polarity, connected equipment state of repair, loose connections etc.

...

**All electrical equipment to be connected to new service must be verified as safe to energize.**

16. On September 12, 2017, LS submitted a fresh inspection request, which the Safety Authority passed as compliant on September 13, 2017. In particular, in its “final assessment report, the Safety Authority noted that the installation was safe but incomplete, due to the breakdown in the parties’ relationship.
17. On a balance of probabilities, based on the Safety Authority’s findings quoted above, I find the applicants have proved that LS failed to take sufficient precautions to ensure it was safe to energize the 200 amp upgrade after LS fed it to the old service panel. It is unclear why LS did not remove and dispose of the old panel as set out in the quote. In any event, I find that had the respondent and its employee LS taken those necessary precautions, the power surge and subsequent damage to appliances and equipment likely could have been avoided.
18. So, what are the applicants’ damages? The evidence is not entirely clear. In this dispute, the applicants claim \$1,312.98, but their insurer had written to the respondent demanding \$1,339.23. There is no explanation before me as to the difference. On balance, I find the applicants have proved damages of \$1,032.55, comprised of: \$253.05 (furnace repair), \$160 (coffee maker replacement), \$273 (irrigation repair), and \$346.50 (wall oven). It appears the applicants added an additional \$299.25, but this related to an irrigation quote that the applicants did not follow through on, as they instead paid the \$273. I therefore do not allow the \$299.25 irrigation amount.

19. What about the respondent's claim that its invoices remain unpaid? First, there is no counterclaim before me. Second, the evidence is clear that the applicants did pay most of the respondent's invoices. What appears to be outstanding are the respondent's invoices related to repairing the electrical work in order to pass the Safety Authority's inspection. Given I have found the respondent was responsible for the power surge, I would not order the applicants to pay the respondent to correct the problem, as any sort of set-off against the applicants' claims.
20. In accordance with the Act and the tribunal's rules, as the applicants were partially successful in this dispute I find they are entitled to reimbursement of half their \$175 in tribunal fees paid, namely \$87.50. The applicants are entitled to pre-judgment interest under the *Court Order Interest Act* (COIA) on the \$1,032.55, from November 3, 2017, which I find is appropriate.

## **ORDERS**

21. I order the respondent to immediately pay the applicants a total of \$1,128.45, broken down as follows:
  - a. \$1,032.55 in damages,
  - b. \$8.40 in pre-judgment interest under the COIA, and
  - c. \$87.50 in tribunal fees.
22. The applicants' remaining claims are dismissed.
23. The applicants are entitled to post-judgment interest under COIA, as applicable.
24. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's decision.

25. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

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Shelley Lopez, Vice Chair