Civil Resolution Tribunal

Date Issued: July 19, 2019

File: SC-2019-000354

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Craftsman Collision (1981) Ltd v. Surrey Fire & Safety Ltd.*
2019 BCCRT 873

B E T W E E N :

CRAFTSMAN COLLISION (1981) LTD.

APPLICANT

A N D :

SURREY FIRE & SAFETY LTD.

RESPONDENT

A N D :

CRAFTSMAN COLLISION (1981) LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member: Micah Carmody

INTRODUCTION

1. This is a dispute about an unintended discharge of a fire suppression system in an automobile spray painting booth (spray booth). The applicant and respondent by counterclaim, Craftsman Collision 1981 Ltd. (Craftsman), says the respondent Surrey Fire & Safety Ltd. (SFS) installed a faulty fusible link that was responsible for the discharge. Craftsman seeks $3,733.39, the amount it paid for repairs and cleaning costs.

2. SFS says the fusible link was not faulty, and the discharge happened when the temperature in the paint booth rose beyond the link's temperature rating. By counterclaim, SFS seeks the costs it says it incurred to refill and reset the fire suppression system and other costs, totaling $2,010.00.

3. Craftsman is represented by Shant Mensurian, whom I infer is an employee or principal. SFS is represented by John Handsor, who was not identified in the materials before me.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal 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.

5. 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.

6. 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.

7. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders:

    a. order a party to do or stop doing something;

    b. order a party to pay money;

    c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. The issues in this dispute are:

    a. Has Craftsman proven that the fusible link installed by SFS was to blame for the accidental discharge?

    b. If so, what compensation is appropriate?

    c. If not, has SFS established that that it incurred compensable expenses to refill and reset the fire suppression system?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, each party must prove its claim on a balance of probabilities. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain and give context to my decision.

10. There is no dispute that on October 22, 2018, the fire suppression system in Craftsman's spray booth was set off, resulting in a dry chemical discharge. SFS installed the fire suppression system about one month prior to the incident. The

fusible link was rated to 360°F, meaning it is meant to break and cause the chemical discharge at that temperature.

11. Craftsman submits that the chemical discharge was due to a faulty or improperly installed fusible link. It argues that the spray booth cannot reach 360°F unless there is actual fire, and there was no fire.

12. Craftsman says its “systems” show that the fans, thermostat and all systems in the paint booth were “operating perfectly” and did not fail. However, Craftsman did not provide any readings or reports from these systems, so I put little weight on these submissions.

13. Craftsman relies on an undated letter from KS, the service manager for White & Peters, a spray equipment supplier. KS attended Craftsman on the day of the discharge. He wrote that everything was normal and no “temperature high limit switches” needed to be reset. He stated that the “unit” could not have overheated due to several safety features:

    a. Air flow switches shut off the burner if no air flow is detected.

    b. A high limit switch will not allow the burner to go above “90 degrees” [presumably Fahrenheit] in spray cycle and “185 degrees” in bake cycle. The unit was in spray cycle when it discharged.

    c. The spray booth doors would have opened due to over-pressurization.

    d. If the heater blower stops, an air flow switch will shut down the burner.

14. KS wrote that he spoke to other fire suppression companies and was advised that the problem could have been a low-quality fusible link. I have given little weight to this part of KS’s evidence for two reasons. First, it is hearsay evidence and there is no direct evidence before me from other fire suppression companies, which presumably could have been obtained. Second, there is no evidence that the fusible link in question was of low quality.

15. As for the rest of KS's evidence, I note that KS did not provide his qualifications, so I find I cannot consider him an expert witness. While I do not suggest KS was dishonest, he is not a disinterested witness. His company maintained this paint booth for Craftsman. He would have no reason to volunteer evidence that indicated the paint booth's systems had malfunctioned.

16. Craftsman provided a statement from employee MM, who was using the spray booth before the discharge. He said he had just painted the front bumper of a vehicle and switched the booth onto bake mode at 156°F. He moved onto other tasks and later noticed the fire suppression discharge (yellow powder). MM said the powder easily wiped off the bumper, which was dry to the touch, which he said indicates the discharge happened within the last few minutes of the bake cycle.

17. MM's evidence contradicts that of KS, who as noted above said the unit was in spray cycle when it discharged.

18. Turning to SFS's submissions and evidence, SFS says the fusible link was not faulty and argues that the temperature in the booth must have risen above the rating of the fusible link (360°F), setting off the system.

19. SFS submits that all links are stamped with the melting temperature on them. If the link is heated over that temperature, solder melts and the link divides into 2 pieces. It argues that because the solder melted, causing the link to separate, the temperature must have reached 360°F. SFS submits that links are double checked by various agencies and the manufacturer, and "do not fail".

20. SFS provided a letter apparently from the manufacturer of the fusible link in question. It says the links are carefully tested and when the links are installed correctly, they will perform as expected. This letter is not helpful because it is unlikely that a manufacturer would admit its product could be defective, and it leaves open the possibility of improper installation.

21. SFS submitted two photos. One photo is labelled "before" and appears to show an intact fusible link. The other is not labelled. It may be a photo of the separated link in

question, but I am unable to determine whether it shows any signs of exposure to 360°F.

22. SFS submits that the most likely explanation is that Craftsman's fan was not turned on and therefore did not dissipate the heat, which rose to the ceiling and was trapped, causing the link to melt.

23. SFS provided an undated statement from LM, whom I infer is an SFS employee or technician. LM was called out to Craftsman on October 22, 2018 in response to the fire suppression system discharge. LM waited for the fire department's approval before silencing the alarm. LM spoke with "the painter," who said he put the booth in bake mode and left for lunch before returning and finding powder discharged and the alarm on. LM found the burnt link on the ground and showed the employees and the manager how it had melted in two. The employees noted that solder had melted and dripped onto the bumper.

24. As noted, the burden of proving one's claim on a balance of probabilities rests with the party making the claim. I find that Craftsman has not met its burden of showing that it is more likely than not that the fusible link was faulty or improperly installed. I dismiss Craftsman's claim.

25. In its counterclaim, SFS asks for $2,010, which it says includes the cost of labour and material to reset the fire suppression system, as well as the time for individuals to prepare and gather information for the claim. The tribunal does not generally award a party for time spent on a dispute, consistent with its rules that state legal fees are not recoverable unless it is an extraordinary case. This is not an extraordinary case.

26. Moreover, SFS's labour and material costs are not itemized so there is no way to determine what costs SFS actually incurred in resetting the fire suppression system. It did not provide a copy of any invoice for services to Craftsman. It did not state the cost of a replacement fusible link, the cost of chemical refills, or how many hours its

workers spent on the job. There is insufficient evidence to substantiate SFS's claim. I dismiss SFS's counterclaim.

27. Under section 49 of the Act, and tribunal rules, the tribunal may order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As neither party has been successful, I make no order regarding tribunal fees. Neither party claimed dispute-related expenses.

ORDER

28. I dismiss both parties' claims and this dispute.

Micah Carmody, Tribunal Member