



Civil Resolution Tribunal

Date Issued: October 28, 2021

File: SC-2021-002932

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *White v. Grosvenor Electric Ltd.*, 2021 BCCRT 1147

BETWEEN:

JOHN WHITE

APPLICANT

AND:

GROSVENOR ELECTRIC LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about electrical services the respondent Grosvenor Electric Ltd. provided to the applicant John White. Mr. White says Grosvenor negligently used a wood screw to attach a breaker to his electrical panel, which caused a power surge and damaged his appliances and equipment. Mr. White claims \$3,576.50 to repair and replace the appliances and equipment.

2. Grosvenor disputes Mr. White's claims and says its work passed an electrical inspection. Grosvenor says a wood screw would not cause a power surge in any event. Grosvenor also says Mr. White's claimed damages are inflated.
3. Mr. White is self-represented. Grosvenor is represented by its owner, RF.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, 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.
6. Section 42 of the CRTA says the CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. 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.

ISSUES

8. The issues in this dispute are:
 - a. Did Grosvenor negligently install the breaker on the electrical panel, and
 - b. If so, to what extent, if any, must Grosvenor pay Mr. White \$3,576.50 for damaged appliances.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. White must prove his claims on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant to provide context for my decision.
10. It is undisputed that Mr. White hired Grosvenor to provide electrical services for Mr. White's house addition, including attaching a 100 amp breaker to the house's main electrical panel. It is also undisputed that Grosvenor completed the electrical services in March 2019.
11. As noted above, Mr. White says Grosvenor used a wood screw instead of a machine screw to attach the breaker to the electrical panel. Mr. White says that the wood screw heated up over time and "arched", which caused a power surge on February 20, 2021 that damaged his appliances and equipment. Although he does not use these words, I find Mr. White alleges that Grosvenor's installation was negligent.
12. The test for negligence is set out by the Supreme Court of Canada in *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27 at paragraph 3. In order to succeed in a negligence claim, Mr. White must prove Grosvenor owed him a duty of care, Grosvenor breached the standard of care, Mr. White sustained a loss caused by Grosvenor's negligence, and the loss was reasonably foreseeable.
13. I find that the issue of whether the breaker was installed negligently is beyond ordinary experience and would require expert evidence. This is because the standards of an industry (here, electrical installation) is outside of the knowledge or

expertise of an ordinary person. See *Bergen v. Guliker*, 2015 BCCA 283 at paragraph 119.

14. Mr. White says he called a nearby electrician, MR, to assess the February 20, 2021 power surge. In an undated statement, MR stated that they are a red seal certified electrician that has worked for an electrical company for the past 15 years. Under the CRT's rules, I accept that MR is an electrician qualified to provide opinion evidence on the electrical installation and power surge.
15. MR said they attended Mr. White's house on February 20 to assess the power surge. MR said they "metered" the panel's voltage, and observed the voltage fluctuating instead of getting "proper voltage". MR said they checked the panel and immediately noticed burn marks around "the lug". MR says an incorrect wood screw was used instead of a machine screw. MR said they took out the wood screw and replaced it with an existing machine screw. MR said that doing so "solved the voltage fluctuation". MR said several of Mr. White's appliances were damaged by the voltage fluctuation before they were able to fix it.
16. As noted above, Grosvenor does not dispute that it attached the breaker to the electrical panel. However, Grosvenor disputes using the wrong screw to do so. Grosvenor says the pictures in evidence show that the correct screw was used. Mr. White says the photo Grosvenor refers to is a photo taken after MR installed the proper screw. In any event, Grosvenor did not provide any objective expert evidence from another electrician about the screws used, so I prefer MR's opinion over Grosvenor's own submissions that are self-serving given its role as a respondent in this dispute.
17. Grosvenor also says that the incorrect screw would not have damaged the appliances in any event. Grosvenor submitted a statement from RR whose qualifications I address below. RR stated that they reviewed the pictures sent by Grosvenor and said a neutral wire would not cause all the appliances to fail simultaneously. RR does not provide further explanation of the neutral wire. RR stated that Mr. White would have known "long before this problem happened if there was an issue". RR says Mr. White

should have notified Grosvenor right away when he noticed an issue, and the damage to the items is “consistent to a power surge from outside the home”.

18. RR is listed as a “P. Eng.”, but did not explain how they are qualified to provide expert opinion evidence on the electrical issues in this dispute. I find RR has not provided their qualifications to provide expert evidence as required by the CRT Rules. It is also unclear which photos RR relied on in providing their opinion. I infer that RR did not attend at Mr. White’s home or examine the breaker or the screws used in person, and it is unclear what RR reviewed in providing their opinion. Given the above, I place little weight on RR’s statement, and I prefer MR’s opinion.
19. Grosvenor also says that the February 20, 2021 power surge in Mr. White’s home was a BC Hydro power surge. Mr. White says he called BC Hydro and confirmed there was no power surge on February 20, 2021. However, neither party provided any documentary evidence from BC Hydro confirming whether there were any power surges that affected Mr. White’s house on February 20, 2021. So, I place no weight on either party’s submissions about a BC Hydro power surge.
20. Grosvenor also says that its electrical installation passed a City electrical inspection. Mr. White does not dispute this but says there would have been no reason or need to inspect main panel where the incorrect screw was used. Neither party provided any documentary evidence or expert opinion about whether the inspection would have included an inspection of the screws used to attach the breaker to the electrical panel. So, I have placed little weight on these submissions.
21. I find that, on balance, and based on MR’s opinion evidence, Mr. White has proven that Grosvenor negligently used a wood screw when attaching the breaker to the electrical panel, which caused a power surge in Mr. White’s house and damaged some appliances. Mr. White must still prove his claimed damages.

Damages

22. In his Dispute Notice, Mr. White says that he lost or had to repair most of his appliances, including a stove, Keurig coffee maker, microwave, Shaw cable box, the

lights in one fridge freezer, the LED lights in all the hood fans, the “somfy” motor on his outside retractable awning and an outdoor blue tooth motion light.

23. Grosvenor says that the items Mr. White says are damaged were not all located in the “new addition” and says Mr. White is claiming for new appliances. Grosvenor says its owner, RF, spoke with MR after it was advised there was an issue with Mr. White’s power. Grosvenor says the only damaged items identified by MR during the call were an old stove and microwave.
24. Grosvenor provided witness statements from KF and HF, who I infer are Grosvenor employees. Both KF and HF said that they were witnesses to a phone conversation between RF and MR, and said that MR only identified three really old appliances that were not working after the power surge and said everything else was fine. Neither KF or HF say whether the specific damaged appliances were identified or discussed during the call. I place little weight on HF and KF’s statements because there are almost identical to each other, and as Grosvenor employees, I find they are not disinterested parties in this dispute.
25. Mr. White says that MR left before the full extent of the damaged appliances were known. In a February 23, 2021 text message to Grosvenor’s owner, RF, Mr. White identified the following damaged items: a fridge light, stove top, gas stove, Shaw cable box, microwave, coffee maker, blue tooth motion light, and lights in two hood fans.
26. Here, I accept the damages claimed by Mr. White in his text message to RF are accurate. I say this because I have already accepted MR’s opinion evidence that appliances were damaged, and this list was provided to RF just 3 days after the power surge. I note that Mr. White did not include the outside awning motor in this list. I find it is unclear when or how Mr. White identified the outside awning motor was damaged. Mr. White has not provided any explanation for why the outside awning was not included on the initial list of damaged items he sent to Grosvenor. So, on balance, I find Mr. White has not proven that the outside awning motor was damaged as a result of Grosvenor’s negligent electrical installation. In saying this, I place particular weight

on the fact that Mr. White had already identified that the outside blue tooth motion light was damaged on the February 23, 2021 list.

27. Mr. White provided receipts for the cost of replacing the microwave and lights for the hood vent fans (\$281.98), coffee maker (\$179.92), motion light (\$109.77), and stove (\$1,232.00). Mr. White also provided evidence that the fridge light was serviced under warranty, and evidence that he paid \$110 to try to fix the “old stove”.
28. On balance, I find that Mr. White has proven damages of \$1,913.67, which is the total of above listed repair and replacement costs, except for the cost of the outside awning motor.
29. The *Court Order Interest Act* applies to the CRT. Mr. White is entitled to pre-judgment interest on the \$1,913.67 damage award from March 25, 2021, the date of the last receipt, to the date of this decision. This equals \$5.13.
30. Under section 49 of the CRTA 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 Mr. White is entitled to reimbursement of \$175 in CRT fees. Mr. White did not claim any dispute-related expenses and so I award none.

ORDERS

31. Within 30 days of the date of this order, I order Grosvenor to pay Mr. White a total of \$2,093.80, broken down as follows:
 - a. \$1,913.67 in damage es,
 - b. \$5.13 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
32. Mr. White is entitled to post-judgment interest, as applicable.

33. Under section 48 of the CRTA, the CRT 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 CRT's final decision.
34. 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. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Leah Volkers, Tribunal Member