



# Civil Resolution Tribunal

Date Issued: June 15, 2022

File: SC-2021-007742

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wong v. Ranjendram (dba PJA Handyman Services & Property Management)*, 2022 BCCRT 699

B E T W E E N :

LUCILLE WONG

**APPLICANT**

A N D :

PAUL RANJENDRAM (Doing Business As PJA HANDYMAN  
SERVICES & PROPERTY MANAGEMENT)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

## INTRODUCTION

1. In September 2020, Lucille Wong hired Paul Ranjendram (doing business as PJA Handyman Services & Property Management) to install a fence around her house. Around 3 months later, Ms. Wong's basement flooded. She alleges that Mr.

Ranjendram's worker damaged her perimeter drainpipes when they installed 2 fenceposts. She claims a total of \$1,700 in investigation and repair costs.

2. Mr. Ranjendram denies that his worker damaged the drainpipes as alleged. He also says that it was a "cash job" that came with "no warranty". He asks me to dismiss Ms. Wong's claims.
3. The parties are each self-represented.

## **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. In some respects, both sides to this dispute call into question the credibility, or truthfulness, of the other. However, in the circumstances of this dispute, I find that it is not necessary for me to resolve the credibility issues that the parties raised. I therefore decided to hear this dispute through written submissions.
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 pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.

8. Ms. Wong included details of the parties' settlement discussions in her submissions, contrary to CRT rule 1.11. This rule exists to encourage settlement by making settlement discussions confidential. Ms. Wong acknowledged her error in her reply submissions. I have not considered the parties' settlement discussions in making my decision.

## **ISSUES**

9. The issues in this dispute are:
  - a. Did Mr. Ranjendram's worker damage the drainpipes?
  - b. If so, what are Ms. Wong's damages?

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, Ms. Wong as the applicant must prove her case on a balance of probabilities, meaning "more likely than not". While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. In September 2020, Ms. Wong hired Mr. Ranjendram to build her a fence on the east and west sides of her house. Mr. Ranjendram says that he agreed, but told Ms. Wong that "no warranty comes with the work" and that she must accept it "as is". Ms. Wong disputes this, and I return to this issue below.
12. Mr. Ranjendram says that he got his "contractor" to do the fence project. It is unclear whether Mr. Ranjendram was involved directly. Mr. Ranjendram does not argue that he is not liable for his worker's actions, so I find that he is. It is undisputed that Mr. Ranjendram's worker installed the fence between September 19 and 22, 2020.
13. Ms. Wong says that during heavy rain in December 2020, her basement flooded. She cleaned it up herself and does not claim any damages from the flooding itself.

On December 23, 2020, she hired a plumbing company, Super Plumber, to investigate the flood. Super Plumber's invoice does not describe what, if anything, Super Plumber discovered. However, Ms. Wong says that she was not aware that there were broken drainpipes until April 2021, so presumably Super Plumber did not find, or mention, broken drainpipes. The cost for this service was \$256.10.

14. Super Plumber attended again for a more thorough investigation on April 27, 2021. It is unclear what prompted Ms. Wong to call them again. According to this invoice, Super Plumber removed the down spouts and cleared the "whole system as best as we are able". As discussed in more detail below, they also investigated the drains with a camera. The cost for this service was \$974.85.
15. On July 18, 2021, Ms. Wong told Mr. Ranjendram about the broken drainpipe and flood. She had hired a contracting company, EPISL, to do some work on her deck and repair the broken west drainpipe. The next day, she texted Mr. Ranjendram photos of the west drainpipe, which had been dug up by an EPISL worker. The photo showed a large hole in the drainpipe right beside the fencepost. She told Mr. Ranjendram that repairs were already in progress.
16. Ms. Wong provided an emailed statement from TLG, the EPISL worker who repaired the broken west drainpipe. TLG said that the "original work had smashed open the drain and cemented in a wooden fence post, fully blocking all drainage". Ms. Wong provided a \$560 quote from EPISL for the drainpipe and fencepost repair, which Ms. Wong says she paid.
17. On August 19, 2021, Ms. Wong told Mr. Ranjendram that the east fencepost had also broken a drainpipe. It is undisputed that Mr. Ranjendram repaired this broken drainpipe as "a favour" in September 2021.
18. Mr. Ranjendram's worker who initially installed the fence also provided a statement. It is signed, but the name is illegible. They said that they attended Ms. Wong's house on August 20 or 21, 2021, but could not check their work because the

drainpipe had already been repaired. Notably, the author does not deny damaging the drainpipes.

19. Mr. Ranjendram argues that the photos of the west drainpipe show that the damage was beside the fencepost, not underneath it. He argues that this suggests another cause. He argues that an EPISL worker likely damaged the drainpipe when they built Ms. Wong's new deck, which he says would have required the worker to dig a trench to install a new vertical drainpipe. Mr. Ranjendram suggests several other possible causes, although there is no evidence to support any of these theories.
20. I find that the best evidence of what happened is a statement from Curtis Allen, the red seal plumber who did the "original callout" for Super Plumber (from context, I find that this was the April 2021 callout). Curtis Allen provided an email statement and a video explaining what they had observed when they inspected the drainpipes with a camera. While Ms. Wong does not frame it this way, I find that she relies on Curtis Allen's evidence as expert evidence about what caused the pipe damage and what caused the flood. I find that they are qualified to give expert evidence about this issue under the CRT's rules. I also find that they are the only person who directly observed the state of the drainpipes before any deck work was done.
21. Curtis Allen said that when they inspected the drainpipes with a camera, they saw fenceposts penetrating the drain in 2 locations, one on either side of the house. Curtis Allen also said that the broken drainpipes and resulting debris caused the basement flooding. I accept Curtis Allen's evidence on these points. I find that Mr. Ranjendram's worker likely damaged the drainpipes while installing the fenceposts.
22. I further find that this damage caused the December 2020 flood. I disagree with Mr. Ranjendram's argument that if his worker had damaged the drainpipes, there would have been an earlier flood during rainy periods in October and November 2020. I find that this argument is speculative. In any event, the weather records Mr. Ranjendram provided show that December 21 was by far the rainiest day in the period between October 1 and December 31, 2020.

23. I turn next to Mr. Ranjendram's argument that the job was a cash deal with no warranty. I find that the fact that the deal was for cash is irrelevant. I also find that even if Mr. Ranjendram verbally told Ms. Wong that there was "no warranty", which is disputed, this vague statement does not mean that Mr. Ranjendram is not legally responsible for deficiencies in the work.
24. Rather, I find that it was an implied term of the parties' contract that Mr. Ranjendram's worker would perform the fence installation to a reasonably competent standard. I find that breaking 2 drainpipes when installing fenceposts is clearly below a reasonable standard. I therefore find that Mr. Ranjendram breached the parties' contract.
25. Turning to damages, as mentioned above Ms. Wong claims a total of \$1,700, broken down as \$1,200 for the Super Plumber invoices and \$500 for EPISL's invoice. It appears that Ms. Wong rounded down, because she actually spent \$1,230.95 on Super Plumber and \$560 on EPISL. However, I cannot award Ms. Wong more than she claimed, so I find she is entitled to the claimed \$1,700.
26. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Wong is entitled to pre-judgment interest from the dates on each invoice to the date of this decision. This equals \$8.54.
27. 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 find Ms. Wong is entitled to reimbursement of \$125 in CRT fees. She did not claim any dispute-related expenses. In submissions, Mr. Ranjendram abandoned his claim for dispute-related expenses, which I would have dismissed anyway.
28. I note that Mr. Ranjendram says that he did not do any work for Ms. Wong under his business name, PJA Handyman Services & Property Management. It is unclear whether this is an incorporated business, but I find nothing turns on it. Ms. Wong claimed against Mr. Ranjendram in his personal capacity, not a corporation.

## ORDERS

29. Within 30 days of the date of this order, I order Mr. Ranjendram to pay Ms. Wong a total of \$1,833.54, broken down as follows:
- a. \$1,700 in damages,
  - b. \$8.54 in pre-judgment interest under the COIA, and
  - c. \$125 for CRT fees.
30. Ms. Wong is entitled to post-judgment interest, as applicable.
31. 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.
32. 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.

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Eric Regehr, Tribunal Member