



Civil Resolution Tribunal

Date Issued: July 4, 2022

File: SC-2021-008835

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *FortisBC Energy Inc. v. Nassimdoost (dba Ecurb Venture)*,
2022 BCCRT 766

BETWEEN:

FORTISBC ENERGY INC.

APPLICANT

AND:

SOROOSH NASSIMDOOST (Doing Business As ECURB VENTURE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about recovery of repair costs. The applicant, FortisBC Energy Inc. (Fortis), says the respondent, Soroosh Nassimdoost (doing business as Ecurb Venture), damaged a gas service line. Fortis claims \$1,866.56 for repair costs.

2. Mr. Nassimdoost agrees the line was damaged, but denies he was the one who damaged it.
3. Fortis is represented by an employee. Mr. Nassimdoost represents himself.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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.

ISSUE

8. The issue in this dispute is to what extent, if any, must Mr. Nassimdoost pay Fortis \$1,866.56 for repairs Fortis completed to a damaged gas service line.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Fortis must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. In October 2020, Mr. Nassimdoost was grading a property in West Vancouver with a “skid steer” when he smelled gas and called Fortis. He did not call BC 1 Call before starting his work. Fortis came out and repaired the gas service line, and claims \$1,866.56 in repair costs.
11. Without using these words, Fortis essentially alleges that Mr. Nassimdoost was negligent, resulting in damage to Fortis’s gas service line. To prove liability in negligence, Fortis must show that Mr. Nassimdoost owed it a duty of care, that Mr. Nassimdoost breached the standard of care, that Fortis sustained a loss (damages), and that Mr. Nassimdoost’s breach caused the loss (see: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
12. I find Mr. Nassimdoost clearly owed Fortis a duty of care as a contractor working around Fortis gas lines. I find the applicable standard of care was to take reasonable care not to damage Fortis’s gas line.
13. Mr. Nassimdoost says he was not the one who exposed the gas line, but was merely the one who smelled the gas and called Fortis. He says there were excavators on site earlier in October removing trees and stumps, and it must have been one of them who damaged the line. In his submissions Mr. Nassimdoost does not deny it may have been the skid steer that caused the damage, but says “other trades” must have disturbed the gas line first, making it too close to the ground’s surface.

14. Fortis submitted an email from MC, a Fortis Crew Leader who attended the site to investigate and repair the line. MC said the only equipment working on site was the skid steer, and that Mr. Nassimdoost was grading the area where the gas service line was damaged.
15. I find it does not matter whether Mr. Nassimdoost or another contractor exposed the gas line. Given the skid steer was the only equipment working on the site when Mr. Nassimdoost started to smell gas, on balance I find it was Mr. Nassimdoost's work with the skid steer that caused the line's damage and must pay for the repairs.
16. Fortis's May 29, 2021 invoice is for the claimed \$1,866.56. It specifies \$150.53 for vehicles, \$1,642.34 for Fortis labour/field work, and \$73.69 for "other". Fortis did not explain what the "other" charges were for. So, I find Fortis has not proven it is entitled to the unspecified "other" charges. I find the rest of Fortis's invoice is reasonable. I find Mr. Nassimdoost must reimburse Fortis \$1,792.87.
17. The *Court Order Interest Act* (COIA) applies to the CRT. I find Fortis is entitled to pre-judgment interest under the COIA on the \$1,792.87. Calculated from the invoice date to the date of this decision, this equals \$9.13.
18. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Fortis was successful, I allow its claim for reimbursement of \$125 in tribunal fees. No dispute-related expenses were claimed.

ORDERS

19. Within 21 days of the date of this decision, I order the respondent, Soroosh Nassimdoost (dba Ecurb Venture), to pay the applicant, FortisBC Energy Inc. (Fortis), a total of \$1,927, broken down as follows:
 - a. \$1,792.87 in damages,
 - b. \$9.13 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$125 in tribunal fees.

20. Fortis is also entitled to post-judgment interest, as applicable.

21. 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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair