



# Civil Resolution Tribunal

Date Issued: September 27, 2022

File: SC-2022-001999

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *FortisBC Energy Inc. v. Grewal*, 2022 BCCRT 1057

BETWEEN:

FORTISBC ENERGY INC.

**APPLICANT**

AND:

HARPRIT SINGH GREWAL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about recovery of repair costs. The applicant, FortisBC Energy Inc. (Fortis), says that on around May 23, 2021 the respondent, Harprit Singh Grewal,

damaged a gas line in Surrey, BC. Fortis claims \$1,895.08 for repair costs. Fortis says Mr. Grewal hit the gas line with a pickaxe and failed to first identify the gas line and have a BC 1 Call Ticket as required.

2. Mr. Grewal admits using a pickaxe but says he was working alone as a homeowner, without machinery. Mr. Grewal says he knew where the gas line was but says the damage occurred because Fortis' gas line placement was too shallow.
3. Fortis is represented by an employee. Mr. Grewal is 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). CRTA section 2 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. CRTA section 39 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. 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. CRTA section 42 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.

## ISSUE

8. Must Mr. Grewal pay Fortis \$1,895.08 for repair services to a damaged gas line?

## EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Fortis must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. Around May 23, 2021, Mr. Grewal was digging in his yard, without machinery. He used a pickaxe in some areas. He did not have a BC 1 Call Ticket. He did not hand dig to expose the gas line before using the pickaxe. Mr. Grewal’s pickaxe hit and damaged an underground gas line. None of this is disputed.
11. I turn next to the applicable law. Without using these words, Fortis essentially alleges Mr. Grewal was negligent, resulting in the damage to Fortis’ gas service line. To prove liability in negligence, Fortis must show that Mr. Grewal owed it a duty of care, that Mr. Grewal breached the standard of care, that Fortis sustained a loss (damages), and that Mr. Grewal’s breach caused the loss: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.
12. The hand digging requirement is set out in section 39 of the *Gas Safety Regulation* (Regulation). In prior CRT decisions I have set out the obligation to hand dig first to expose a gas line along with the obligation to have a valid BC 1 Call Ticket.
13. I find Mr. Grewal clearly owed Fortis a duty of care as a homeowner around Fortis gas lines. I find the applicable standard of care was to take reasonable care not to damage Fortis’ gas line. As noted, Mr. Grewal did not have a BC 1 Call Ticket and

did not first expose the gas line by hand-digging. I find the evidence shows Mr. Grewal failed to comply with its obligations under the Regulation. I find Mr. Grewal was negligent and his negligence damaged the gas line.

14. I note Mr. Grewal's central argument is that Fortis' installation of the gas line was too shallow. At one point he refers to it being less than 6" below surface and elsewhere says it was 9" to 12" below. Nothing turns on the difference. First, I have no expert evidence before me about whether the gas line's placement was in fact too shallow, and I find this is outside ordinary knowledge and so it would require expert evidence. Second, as noted above, Mr. Grewal was obliged to hand dig to expose the gas line and he undisputedly did not do so.
15. I also acknowledge Mr. Grewal's argument that he built the house and so he knew where the gas line was, which he appears to argue was justification for not obtaining a BC 1 Call Ticket. I do not accept this argument. Again, Mr. Grewal failed to comply with the Regulation. The reason for the hand-digging requirement is to prevent the sort of damage that occurred here, in part because a map may not be sufficiently precise.
16. I turn then to Fortis' claimed damages. Fortis' June 24, 2021 invoice is for the claimed \$1,895.08: a) \$238.86 for vehicles, b) \$1,569.41 for Fortis labour and fieldwork, and c) \$86.81 for "other".
17. In the absence of any argument to the contrary, I find the vehicle and labour charges reasonable and I allow them. This totals \$1,808.27. Fortis did not explain the \$86.81 "other" charge and so I do not allow that charge.
18. Since Fortis expressly waives its entitlement to interest, I make no order for interest under the *Court Order Interest Act*.
19. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Fortis was largely successful, I find it is entitled to reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

20. Within 21 days of this decision, I order Mr. Grewal to pay Fortis a total of \$1,933.27, broken down as follows:
- a. \$1,808.27 in damages, and
  - b. \$125 in CRT fees.
21. Fortis is entitled to post-judgment interest, as applicable.
22. 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.

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Shelley Lopez, Vice Chair