



Civil Resolution Tribunal

Date Issued: October 25, 2022

File: SC-2022-002148

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *FortisBC Energy Inc. v. Highland Homes Ltd.*, 2022 BCCRT 1162

BETWEEN:

FORTISBC ENERGY INC.

APPLICANT

AND:

HIGHLAND HOMES LTD.

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 that on June 7, 2021 the respondent, Highland Homes Ltd. (Highland), damaged a gas line in Abbotsford, British Columbia. Fortis claims \$4,649.66 for repair costs.

2. Although in its Dispute Response Highland initially said it was not Highland who damaged the line, but a subcontractor, in its later submissions Highland agrees to pay for the damage.
3. Fortis is represented by an employee. Highland is represented by JT, an employee or principal.

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 whether Highland must pay Fortis \$4,649.66 for a damaged gas 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. The facts are not disputed. Highland excavated a vacant lot with a valid BC 1 Call ticket. Fortis’ gas line was properly exposed, but was left unprotected and unsupported, hanging under a walkway. A nearby slope failed and took out the gas line.
11. Fortis attended the site and repaired the gas line and invoiced Highland \$4,649.66 for the work, the amount claimed in this dispute. As noted, Highland agrees to pay Fortis’ invoice. So, I find I do not need to consider whether Highland was negligent in leaving the gas line unprotected or unsupported. I find Fortis is entitled to the \$4,649.66 claimed.
12. Since Fortis expressly waives its entitlement to interest, I make no order for interest under the *Court Order Interest Act*.
13. 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. As Fortis was successful, I find it is entitled to reimbursement of \$175 in paid tribunal fees. No dispute-related expenses were claimed.

ORDERS

14. Within 21 days of the date of this decision, I order Highland to pay Fortis a total of \$4,824.66, broken down as follows:
 - a. \$4,649.66 in damages, and
 - b. \$175 in tribunal fees.
15. Fortis is also entitled to post-judgment interest, as applicable.
16. 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