



Civil Resolution Tribunal

Date Issued: October 13, 2023

File: SC-2022-007066

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bansal v. Blue Energy Electrical Ltd.*, 2023 BCCRT 870

BETWEEN:

SAT PAL BANSAL

APPLICANT

AND:

BLUE ENERGY ELETRIC LTD. and RANJEET SINGH CHAHAL

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about allegedly deficient electrical work. The applicant, Sat Pal Bansal, says the respondent, Blue Energy Electric Ltd. (Blue Energy), and its owner, Ranjeet Singh Chahal, disturbed a sealed pipe while wiring Mr. Bansal's septic system to his

house. Mr. Bansal claims this led to a water leak, damaging his septic system. Mr. Bansal claims \$2,776.37 for the cost of repairing the damage.

2. The respondents say their work was not responsible for damage to the septic system and that they brought the unsealed pipe to Mr. Bansal's attention. They ask me to dismiss this claim.
3. Mr. Bansal is self-represented. The respondents are both represented by a friend, who is not a lawyer.
4. Mr. Chahal filed a Dispute Response in his personal capacity. Blue Energy did not file a Dispute Response. However, I find both Mr. Chahal and Blue Energy are represented together in this dispute, as discussed further below.
5. For the reasons that follow, I dismiss Mr. Bansal's claim.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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

10. The issue in this dispute is whether the respondents' electrical work was deficient.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Mr. Bansal must prove his claims on a balance of probabilities. This means "more likely than not". I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. As noted above, Blue Energy did not file a Dispute Response, as required by the CRT rules. However, Mr. Chahal's Dispute Response addresses the applicant's allegations against Blue Energy, and in his submissions, Mr. Chahal said Blue Energy's argument was the same as his. So, I accept that Mr. Chahal submissions were intended on behalf of both Blue Energy and himself, personally. So, I find Blue Energy is not in default for failing to file a Dispute Response.
13. In February 2020, Mr. Bansal hired Blue Energy to perform a wide variety of electrical projects. The basic terms of the parties' agreement are set out in a quote prepared by Blue Electric. While the quote does not name the septic system hookup specifically, I find that it proves Mr. Bansal and Blue Energy agreed to a contract for electrical work. I further find that the septic hookup was part of the electrical work Blue Energy agreed to provide.
14. The quote was provided by Blue Electric, on its own letterhead. While Mr. Chahal's name appears on the quote as a contact person, there is no evidence to support that

Mr. Bansal entered into a contract with Mr. Chahal in his personal capacity. I dismiss Mr. Bansal's claim against Mr. Chahal.

15. Mr. Bansal says that beginning in March or April 2022, he began to hear the septic system's siren on a continuous basis. Mr. Bansal says a septic contractor came out a 'few' times to see the problem but does not provide any further detail about what investigations the contractor performed during their initial visits.
16. Mr. Bansal says that when the septic contractor ultimately opened the septic tank's lid, the contractor discovered an unsealed pipe that had allowed water to leak in and come into contact with the septic system's electrical components.
17. Mr. Bansal alleges that when Blue Energy connected the septic system to the house's wiring, Blue Energy was responsible for disturbing the sealed pipe. Mr. Bansal claims Blue Energy did not properly reseal the pipe, allowing water to leak into the septic tank, and ultimately resulting in water damage to the septic system's electrical panel and blower.
18. Mr. Bansal says he then hired a septic contractor to repair the pipe, and an electrician to replace and repair the electrical components.
19. Blue Energy does not dispute that water damaged the septic system, but argues it was not responsible. Blue Energy submits that when it first attempted to complete the wiring work, the septic tank already contained water. Blue Energy says it used a pump to remove the water from the septic tank, allowing it to then complete the wiring work. Blue Energy says it brought the water to the attention of both Mr. Bansal and the contractor who had installed the septic tank. Mr. Bansal does not deny this statement. There is no statement from the septic contractor addressing Blue Energy's claim.
20. While he does not use the word "deficient" in his submissions, I find Mr. Bansal is arguing that Blue Energy's work was deficient. As the party alleging the other party's work is deficient, Mr. Bansal bears the burden of proving the deficiency (*Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61).

21. In general, where an allegation of deficient work is based on a claim that the work fell below the required professional standard, and the subject matter is outside ordinary knowledge, expert evidence is required to prove the deficiency. Other times, a breach of the standard may be so obvious that it does not require expert evidence (see *Bergen v. Guliker*, 2015 BCCA 283). I accept that water would damage unprotected electrical systems, but I find that responsibility for the water's entry into the septic system is an issue outside ordinary knowledge.
22. Mr. Bansal provided a letter from Justin Lay of Western Sep-Tech. Mr. Bansal says Justin Lay was hired to repair the septic system by preventing further leaks. It is not clear if Justin Lay performed the septic system's original installation, though from context, it is likely he performed the investigations once the septic alarm began to sound.
23. While there are potential problems with qualifying Justin Lay as an expert witness, I find I do not need to address them. In the letter, Justin Lay says that "The connections point at the tanks was altered by someone allowing water to enter the watertight vault." While this establishes what allowed water to enter the vault, Justin Lay does not explain how the connections point was altered, what the likely cause of the alteration was, who is generally responsible for sealing the pipes, or address if the alteration was a result of Blue Energy's work. I find Justin Lay's evidence does not help Mr. Bansal.
24. Further, as Mr. Bansal ultimately hired separate contractors to repair the pipe and the electrical components, I find it is unlikely that Blue Energy was responsible for addressing the unsealed pipe.
25. Mr. Bansal provided no other evidence to support his allegation that Blue Energy was deficient in their work. So, I find Mr. Bansal has not proven his claim, and I dismiss it.
26. 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.

As he was unsuccessful, I dismiss Mr. Bansal's claim for CRT fees. The respondents did not pay CRT fees or make any claim for dispute-related expenses, so I make no order.

ORDER

27. I dismiss Mr. Bansal's claims, and this dispute.

Christopher C. Rivers, Tribunal Member