



Civil Resolution Tribunal

Date Issued: June 24, 2024

File: SC-2023-003558

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Langston v. British Columbia Hydro and Power Authority*, 2024 BCCRT 589

B E T W E E N :

LINDA MARGARET LANGSTON

APPLICANT

A N D :

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute concerns a claim about an alleged breached agreement. The applicant, Linda Langston, claims the respondent, British Columbia Hydro and Power Authority (BC Hydro), breached their agreement with her.

2. BC Hydro says Ms. Langston's matter is a private dispute between Ms. Langston and Telus, and that BC Hydro had no obligation to be involved.
3. Ms. Langston is self-represented. BC Hydro is represented by a claims adjuster, MG.

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. 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.
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 court.
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

- a. The issue in this dispute is whether BC Hydro breached an agreement with Ms. Langston, and if so, what are her damages?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Ms. Langston must prove her claims on a balance of probabilities, meaning 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.
9. I find the main background facts are undisputed:
 - a. BC Hydro has a right of way over a portion of Ms. Langston's property, which includes two power poles. At some point in 2022, Telus installed works on Ms. Langston's property on those poles.
 - b. Ms. Langston contacted both BC Hydro and Telus regarding these works, asking if there was a right of way for Telus. BC Hydro confirmed Telus did not have a right of way.
 - c. On February 1, 2023, Ms. Langston reached out to GH, a manager at BC Hydro, to ask why Telus had land surveyors on her property. GH told her they did not know, and suggested she contact Telus.
 - d. Ms. Langston became concerned BC Hydro was communicating with Telus, and by doing so, was interfering with her negotiations with Telus. She emailed these concerns to BC Hydro.
 - e. On February 2, 2023, JH, a senior manager at BC Hydro, advised Ms. Langston that JH had not contacted Telus, and JH had told staff, including GH, not to contact Telus anymore.
 - f. However, to help Ms. Langston, JH offered to send an email to Telus about the right of way, and Ms. Langston accepted. On February 3, 2023, JH wrote to Telus saying, based on a title review, Telus had no right of way on Ms. Langston's property, so Ms. Langston was refusing Telus' access to her property. BC Hydro says this email was sent as a courtesy. JH further advised Telus and Ms. Langston that BC Hydro would be staying out of the matter.

- g. In the evening of February 15, 2023, BC Hydro shut off the power to Ms. Langston's property for approximately one hour.
10. Ms. Langston provided copies of aggressive emails she sent to BC Hydro employees, including to JH and GH. These include allegations of lying and comments on their characters and education levels. I find these emails are not helpful or relevant and do not consider them in coming to my decision.
 11. The parties do not agree on why the power was shut off on February 15th. Ms. Langston says this was to allow Telus to remove its works on her property, and suggests BC Hydro was "in bed with" Telus to trespass. She refers to a video taken of the encounter that was not provided in evidence. BC Hydro says it shut off the power to allow Telus to remove works next to Ms. Langston's property. However, Ms. Langston says in her submission that Telus equipment remains on her property, so I accept BC Hydro's explanation that the power was turned off for work adjacent to Ms. Langston's property. So, I find she has not proven BC Hydro deliberately helped Telus trespass on her property.
 12. Ms. Langston says BC Hydro turning off the power spooked her horses and upset a young child staying with her. This may be true, but Ms. Langston does not argue that BC Hydro does not have the right to turn off the power, only that it should not have in this case.
 13. BC Hydro points to the Electric Tariff, which allows it to disconnect power for safety reasons. The Electric Tariff is prepared by the British Columbia Utilities Commission and sets out the terms and conditions for providing electricity to its customers. It applies to any person who BC Hydro provides electricity to, regardless of whether the person submitted an application for service (see the definition of "Customer" under section 1.2). I find the Electric Tariff is binding on Ms. Langston since she undisputedly receives electricity from the respondent.
 14. Electric Tariff section 9.5 says BC Hydro is not liable for any damage or expense caused by "any interruption, termination, failure or defect" in providing electricity,

unless it results from BC Hydro's willful misconduct. I find the Ms. Langston has not proven willful misconduct, and so BC Hydro is not liable for any damage or expense.

15. I appreciate that Telus' actions were frustrating for Ms. Langston. However, her submissions suggest her expectation was that BC Hydro direct Telus not to trespass on her property. She provides no support that BC Hydro was required or authorized to direct Telus. I accept BC Hydro's submissions, that it advised Telus it did not have a right of way as a courtesy to Ms. Langston. It was not required to do so.
16. So far as the "breach of their word" that Ms. Langston is alleging, BC Hydro did all it agreed it would in its communications with her. It advised Telus of the right of way issue and Ms. Langston has not proven it further communicated with Telus about the right of way after agreeing not to. It advised Ms. Langston she would have to deal with Telus. Ms. Langston does not submit evidence of any other contract the parties agreed to that BC Hydro could have breached.
17. So, I find Ms. Langston has not proven her claim, and I dismiss it.
18. 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 Ms. Langston was unsuccessful, I dismiss her claim for reimbursement. While BC Hydro was successful, it did not pay any fees or claim any dispute related expenses.

ORDERS

19. I dismiss Ms. Langston's claims and this dispute.

Amanda Binnie, Tribunal Member