



Civil Resolution Tribunal

Date Issued: August 15, 2024

File: SC-2022-005633

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Tseng v. Taskrabbit Canada Operations Inc.*, 2024 BCCRT 782

B E T W E E N :

WEI-PO TSENG

APPLICANT

A N D :

TASKRABBIT CANADA OPERATIONS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about damage arising from faulty work when installing cabinets in an apartment. The applicant, Wei-Po Tseng, seeks \$5,000 for fixing damaged drywall, wood flooring, wall painting, cleaning, and water pipe repair.

2. The respondent, Taskrabbit Canada Operations Inc., says the installer was not its employee and it is not responsible for faulty work or damage arising from faulty work of independent contractors.
3. Mr. Tseng is self-represented. Taskrabbit is represented by an authorized employee.

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.
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 and that an oral hearing is not necessary.
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.
7. Where permitted by CRTA section 118, 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 Taskrabbit is responsible for the installer who allegedly damaged Mr. Tseng's suite during installation of his cabinets.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Tseng must prove his claims on a balance of probabilities. 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.
10. On July 4, 2022, Mr. Tseng used Taskrabbit's website to book a tasker to assemble and install cabinets that he purchased from IKEA. On or about July 6, 2022, the tasker assembled and installed his cabinets. Mr. Tseng says the tasker who hung his cabinets caused damage to the sprinkler system in the wall during installation. Mr. Tseng says that the tasker drilled into a water pipe in the wall cavity that supplies water to the sprinkler system. This damage required repairs to the sprinkler system as well as drywall and floor repairs. Mr. Tseng provided copies of the invoices for repair work.
11. Mr. Tseng also provided an e-mail dated July 4, 2022, which confirmed that Mr. Tseng had booked Ming Z. as the tasker to complete his cabinet assembly and installation task.
12. Mr. Tseng did not provide a contract for assembly and installation of his cabinets with Ming Z. or with Taskrabbit.
13. Taskrabbit says it operates a web-based communication platform to connect clients seeking short term services with independent contractors. Taskrabbit says it does not employ the contractors and so it is not responsible for their negligence.
14. Taskrabbit says all users must agree to the Terms of Service to use the platform. Section 1 of the Terms of Service says that Taskrabbit does not perform tasks and does not employ people to perform tasks.
15. Mr. Tseng does not deny that that Taskrabbit operates as a communication platform. However, he says that Taskrabbit cannot avoid responsibility in circumstances where it facilitates transactions and represents itself as the service provider.

16. Mr. Tseng says that Taskrabbit's communication and transactional processes may lead clients like him to reasonably believe that Taskrabbit is the service provider. Mr. Tseng says that Taskrabbit's branding, interface and communication with clients may contribute to this perception.
17. Mr. Tseng does not dispute that he was required to agree to the Terms of Service to access the platform. I find that use of the Taskrabbit site required that Mr. Tseng agree to the Terms of Service.
18. Mr. Tseng does not say whether he claims for breach of contract or negligence against Taskrabbit. Since Mr. Tseng has not provided any evidence of a contract with Taskrabbit for cabinet assembly and installation, I find that Mr. Tseng cannot advance a claim for breach of contract against Taskrabbit.
19. To succeed in negligence against Taskrabbit, Mr. Tseng must show that Taskrabbit owed him a duty of care, that Taskrabbit breached the standard of care and that Taskrabbit's alleged negligence caused the damage (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
20. Here, I find that Mr. Tseng has not proved that Taskrabbit owed him a duty of care. In law, an employer is generally liable for the actions of employees committed in the course of their employment. This is known as vicarious liability. Although Mr. Tseng did not specifically mention vicarious liability, I find his submission is that Taskrabbit is vicariously liable for the tasker's negligence.
21. I find that there is no evidence the tasker was employed by Taskrabbit. There is no evidence that Taskrabbit assigns tasks to taskers or that Taskrabbit has any supervisory relationship with the taskers who list their services on the platform. The confirmation e-mail that Mr. Tseng provided shows that Mr. Tseng booked the tasker.
22. I find that Mr. Tseng has not proved that Taskrabbit employed the tasker who completed the work. There is also no evidence that Mr. Tseng made any agreement with Taskrabbit for Taskrabbit to provide the installation services. So, I find that Taskrabbit is not liable for the tasker's alleged negligent work.

23. For these reasons, I dismiss Mr. Tseng's claim and this dispute.
24. 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 dismiss Mr. Tseng's claim for CRT fees. I find that Taskrabbit is entitled to reimbursement of \$25 in CRT fees. Neither party claimed dispute-related expenses.

ORDERS

25. I dismiss Mr. Tseng's claim and this dispute.
26. Within 30 days of this decision, I order Mr. Tseng to pay Taskrabbit \$25 as reimbursement for CRT fees.
27. Taskrabbit is entitled to post-judgment interest under the *Court Order Interest Act*.
28. This is a validated decision and order. 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.

Mark Henderson, Tribunal Member