



Civil Resolution Tribunal

Date Issued: February 26, 2025

File: SC-2024-000476

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mohammadi v. Home Depot of Canada Inc.*, 2025 BCCRT 261

B E T W E E N :

POOYAN DEGHANI MOHAMMADI

APPLICANT

A N D :

HOME DEPOT OF CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about water damage. The applicant, Pooyan Dehghani Mohammadi, purchased 2 toilets from the respondent, Home Depot of Canada Inc. (Home Depot).

Mr. Mohammadi says that Home Depot is liable for water damage arising from the installation of 1 of the toilets. He claims \$2,257 for the quoted cost of replacing damaged bathroom baseboards and inspecting possible damage to the bathroom cabinetry, drywall, and flooring. Mr. Mohammadi also claims \$700 for time spent off work monitoring subsequent repairs and obtaining the quote.

2. Home Depot denies liability. It says that a third party, QC, installed the toilets and has taken “full responsibility for the incident”. Home Depot also says that Mr. Mohammadi’s claim is unreasonably high as it goes beyond necessary investigation and repairs.
3. Mr. Mohammadi represents himself. Home Depot’s legal specialist represents it.
4. For the reasons that follow, I dismiss Mr. Mohammadi’s claims.

JURISDICTION AND PROCEDURE

5. 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.
6. Section 39 of the CRTA says the CRT has discretion to decide the hearing’s format, 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.
7. 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.

8. 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

9. The issues in this dispute are as follows:
 - a. Must Home Depot pay Mr. Mohammadi \$2,257 for the quoted cost of repairing and investigating water damage?
 - b. Must Home Depot pay Mr. Mohammadi \$700 for time spent on dealing with repairs and obtaining the quote?

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Mohammadi as applicant 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.
11. I begin with the undisputed background. Around July 2023, Mr. Mohammadi purchased 2 toilets and matching lids from Home Depot. The parties documented their agreement in an invoice with attached terms and conditions.
12. In the contract, Mr. Mohammadi authorized Home Depot to arrange for an independent contractor to install the purchased goods and inspect the installation. The submissions and correspondence in evidence show that the independent contractor was a company named QC. The contract also authorized Home Depot to pay QC from the purchase funds for the installation work.
13. Consistent with the above, the contract said that Mr. Mohammadi acknowledged that the Home Depot would not install the purchased goods. Instead, Home Depot would arrange for QC to do so.

14. I return to the chronology. QC installed the toilets as agreed. At some point after this, a waterline hose connected to one of the toilet tanks began leaking. Photos show that the paint on the baseboards near the toilet began bubbling. There were also dark patches on tiles located near the toilet.
15. Home Depot sent another installer to replace the defective waterline. The toilet now works as expected.
16. On October 17, 2023. Mr. Mohammadi obtained a quote from another contractor, TC, to 1) replace affected MDF baseboards, 2) remove countertop and cabinetry to inspect underneath them for damage or mould, 3) inspect and detect damage to the flooring, and 4) inspect damage to drywall. The total cost was \$2,257.50. The quote did not provide a breakdown.
17. That same month Mr. Mohammadi exchanged correspondence directly with QC. These appear to be settlement discussions about the damage. Settlement privilege protects documents and communications created for the purpose of settlement from production to other parties to the negotiations and to strangers. See *Middlekamp et al v. Fraser Valley Real Estate Board*, 1992 CanLII 4039 (B.C.C.A.) at paragraphs 18 to 20. I find these emails are likely protected by settlement privilege and do not rely on them. Even if they were admissible, I find they have limited evidentiary value and mostly show that Mr. Mohammadi and QC did not settle.

Issue #1. Must Home Depot pay Mr. Mohammadi \$2,257 for the quoted cost of repairing and investigating water damage?

18. Mr. Mohammadi says that QC did not adequately test the toilet after installing it. He says TC's quoted work is reasonably necessary to repair the water damage and ensure there is no other damage.
19. Home Depot says the photos only show damage to the baseboards. It says the reasonably necessary work is limited to repairing the baseboards. Home Depot also says QC has taken full responsibility for the damage.

20. As the applicant, Mr. Mohammadi must show a legal basis for his claim. A common basis is breach of contract. Overall, I find the contract terms do not assist Mr. Mohammedi and generally assist Home Depot.
21. As stated earlier, the contract said that QC installed the toilets and not Home Depot. In addition to that, the contract said QC was obligated to install the goods in a workmanlike manner. Mr. Mohammadi agreed that “any injuries or damage caused directly or indirectly by [QC] are the sole responsibility of [QC]”.
22. The contract also provided a warranty. It said that in addition to any manufacturers’ warranty on the materials purchased from Home Depot, QC warranted the workmanship of its installation work for 1 year from its completion date, provided Mr. Mohammadi notified Home Depot within the warranty period. Home Depot did not provide the warranty.
23. Consistent with the above, Mr. Mohammadi agreed on a separate form to authorize a third party to install the toilet and test them to ensure proper installation. The document said the installer was “Surrey – No. 1 Appliance Installation”. However, it is undisputed that QC actually did the work in the end.
24. Mr. Mohammadi did not say how Home Depot breached the contract. The terms noted above indicate that Home Depot is not liable for the allegedly faulty installation. Home Depot did not guarantee QC’s work in the contract.
25. I considered whether Home Depot might have breached the contract by hiring QC instead of “Surrey – No. 1 Appliance Installation”. However, as Mr. Mohammadi did not object to the change, I find he waived any breach of this term.
26. I also considered whether Home Depot was negligent in its choice of independent contractor. The law says that a party is not held responsible for the torts (wrongful acts) of an independent contractor so long as it exercised reasonable care in selecting the contractor and, in some situations, supervising the work. See, for example, the non-binding decision of *Kan v. Cuglietta*, 2024 BCCRT 165 citing *Lewis (Guardian ad litem of) v. British Columbia*, 1997 CanLII 304 (SCC) at paragraph 19.

27. There is no allegation or indication that Home Depot acted unreasonably by choosing QC. For example, there is no evidence that Home Depot knew or reasonably should have known that QC would be unable to complete the work professionally. The contract did not require or suggest that Home Depot would directly supervise the work.
28. Given the above, I find that Mr. Mohammadi has not shown that Home Depot is liable under the parties' contract, or any other legal basis. I dismiss his claim for the quoted repairs.
29. Nothing in my decision prevents Mr. Mohammadi from filing a claim against QC for the quote amount, subject to any applicable limitation period.

Issue #2. Must Home Depot pay Mr. Mohammadi \$700 for time spent on dealing with repairs and obtaining the quote?

30. As noted above, Mr. Mohammadi claims \$700 for time spent at home and off work to monitor the repairs and obtain TC's quote. Home Depot denies liability.
31. Mr. Mohammadi did not identify any contract terms that he can rely on. As noted earlier, the contract terms indicate that QC was responsible for any loss arising from faulty installation, rather than Home Depot.
32. In addition to that, the contract said that Mr. Mohammadi and Home Depot both waived any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential damages relating to the installation, the materials or services of Home Depot, or of QC, or the contract. This waiver excluded personal injury but that is not relevant here.
33. I find that Mr. Mohammadi's \$700 claim is essentially for lost revenue or consequential damages relating to the installation. I find that, under the contract terms, Mr. Mohammadi waived any such claims against Home Depot. So, I must dismiss this claim as well. As above, nothing in my decision prevents Mr. Mohammadi from filing a claim against QC for the \$700, subject to any applicable limitation period.

34. 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. I dismiss Mr. Mohammadi's claim for reimbursement of \$125 in CRT fees and \$15.62 in dispute-related registered mail expenses. Home Depot did not pay any CRT fees or claim any dispute-related expenses. So, I order no reimbursement.

ORDER

35. I dismiss Mr. Mohammadi's claims.

David Jiang, Tribunal Member