



Civil Resolution Tribunal

Date Issued: May 16, 2025

File: SC-2024-002408

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Loten v. British Columbia Hydro and Power Authority*, 2025 BCCRT 634

B E T W E E N :

ROBERT ARTHUR LOTEN

APPLICANT

A N D :

BC HYDRO AND POWER AUTHORITY and BRITISH COLUMBIA
SAFETY AUTHORITY D.B.A. TECHNICAL SAFETY BC

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. The British Columbia Safety Authority, doing business as Technical Safety BC (TSBC), inspected a property owned by Robert Arthur Loten and found a potential electrical hazard. TSBC asked BC Hydro and Power Authority (BC Hydro) to disconnect a 200 amp electrical line running to Mr. Loten's property. Mr. Loten says

that BC Hydro disconnected the wrong 200 amp line and he lost power to his home. He claims \$400 he paid to an electrician to reconnect his home's electrical service and \$80 for gas to travel to and from his property.

2. TSBC and BC Hydro agree that BC Hydro disconnected the wrong electrical line. BC Hydro says it followed TSBC's instructions. TSBC says it never told BC Hydro to disconnect power to Mr. Loten's home.
3. Mr. Loten is self-represented. TSBC is represented by its legal counsel. BC Hydro is represented by an employee.
4. For the reasons below, I order BC Hydro to pay Mr. Loten \$400.

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.
6. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format. 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.
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.

ISSUE

9. The issue in this dispute is whether TSBC or BC Hydro must pay damages to Mr. Loten because of the wrongly disconnected electrical line.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Loten 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. The background facts are not disputed. Mr. Loten owns a property which has three electrical lines: a 200 amp line running to his home, a 200 amp line running to a partly built shed, and a 20 amp line running to a well. The line running to the home is connected directly, while the lines running to the shed and well are connected through a pole on Mr. Loten's property.
12. On November 20, 2023, a TSBC employee, RW, visited Mr. Loten's property and determined that the 200 amp line running to Mr. Loten's shed was an electrical hazard. BC Hydro provided a recording and transcript of RW's call to BC Hydro's trouble service. RW told BC Hydro that there was a 200 amp line and a 20 amp line running to a pole on Mr. Loten's property, and they wanted the 200 amp line disconnected. RW did not mention the 200 amp line running to Mr. Loten's home.
13. BC Hydro's Distribution Trouble and Outage Report shows that BC Hydro's instructions to its crew were to disconnect the 200 amp line on Mr. Loten's property. The instructions did not distinguish between the 200 amp lines running to the home and the shed and did not mention the pole on Mr. Loten's property. BC Hydro disconnected the 200 amp line to Mr. Loten's home.
14. While RW could have instructed BC Hydro more clearly, they did specify that the 200 amp line to be disconnected ran to a pole on Mr. Loten's property along with a 20 amp line. I agree with Mr. Loten's submission that the wrong line was

disconnected because BC Hydro's employee at its trouble service incorrectly assumed that the 200 amp line was running to the home. BC Hydro's instructions to its crew should have included RW's details about the 200 amp line running to the pole on Mr. Loten's property. So, I find that the wrong line was disconnected because of BC Hydro's error and I dismiss Mr. Loten's claim against TSBC.

15. Cutting off electricity to Mr. Loten's home may have been a breach of BC Hydro's electrical tariff, meaning Mr. Loten could have a claim for breach of contract. However, none of the parties provided any evidence or submissions on this point. So, I have considered this instead as a claim in negligence.
16. To establish negligence, Mr. Loten must show that BC Hydro owed him a duty of care, BC Hydro breached the applicable standard of care, Mr. Loten suffered damage, and the damage was caused by BC Hydro's breach.¹ Section 30(2) of the *Hydro and Power Authority Act* says that BC Hydro can be liable in negligence for damages.
17. I find that BC Hydro owed a duty of care to Mr. Loten who was a customer relying on BC Hydro for electricity. I find that the applicable standard of care was that BC Hydro would not disconnect electrical service without good reason, and that it breached the standard of care by disconnecting the wrong 200 amp line.
18. Mr. Loten's claimed damages are \$400 for an electrician's inspection necessary to reconnect his home's electrical service and \$80 for gas to travel to and from the property. I allow the \$400 electrician's charge as damages which are directly related to BC Hydro's breach and because Mr. Loten provided a paid invoice as evidence. I do not allow Mr. Loten's claim for \$80 in gas because he provided no proof of payment and because he did not explain why he had to travel to the property multiple times rather than deal with this issue over the phone.
19. The *Court Order Interest Act* applies to the CRT. However, Mr. Loten waived his right to pre-judgment interest, so I award none.

20. 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. Mr. Loten was successful, so I order BC Hydro to pay him \$125 for his CRT fees. None of the parties claimed any dispute-related expenses.

ORDERS

21. Within 30 days of the date of this decision, I order BC Hydro to pay Mr. Loten a total of \$525, broken down as follows:

- a. \$400 as damages, and
- b. \$125 in CRT fees.

22. Mr. Loten is entitled to post-judgment interest, as applicable.

23. I dismiss Mr. Loten's claim against TSBC.

24. 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.

Peter Mennie, Tribunal Member

¹ *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.