



# Civil Resolution Tribunal

Date Issued: September 17, 2025

File: SC-2023-008146

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Swetlishoff v. Telus Communications Inc.*, 2025 BCCRT 1300

B E T W E E N :

GLORIA SWETLISHOFF

**APPLICANT**

A N D :

TELUS COMMUNICATIONS INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Mark Henderson

## INTRODUCTION

1. This dispute is about damage for improperly installed telecommunication service lines.
2. The applicant, Gloria Swetlishoff, says the respondent, Telus Communications Inc., negligently installed or repaired her telecommunication lines leading to damage to

the electrical mast attached to her house. Gloria Swetlishoff seeks \$4,185.90 in damages.

3. Telus says that it properly installed Gloria Swetlishoff's telecommunication line and that the line that caused the electrical mast damage belonged to another service provider.
4. Gloria Swetlishoff represents herself. An employee represents Telus.

## **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 *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 says 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. CRTA section 39 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. I find that an oral hearing is not necessary.
7. 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 court.
8. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUES**

9. The issues in this dispute are:
  - a. Did Telus negligently install Gloria Swetlishoff's telecommunication line?

- b. If so, is Gloria Swetlishoff entitled to \$4,185.90 or some other amount for damages?

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, as the applicant, Gloria Swetlishoff must prove her claims on a balance of probabilities, which 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.
11. On October 19, 2022, a large truck drove down Gloria Swetlishoff's street causing damage to power poles and utility lines. The truck damaged several utility poles leading to utility pole and line repairs by BC Hydro and Telus.
12. On October 24, 2022, a different commercial truck drove under a different telecommunication line leading to the electrical mast on Gloria Swetlishoff's house. Gloria Swetlishoff says she learned from BC Hydro and the municipal fire department that Telus had negligently repaired the telecommunication line from the earlier October 19 incident such that it remained a hazard to passing traffic. Gloria Swetlishoff also says she learned that Telus had negligently installed the telecommunication line by wrapping the excess line around the electrical mast. Gloria Swetlishoff says that when the truck drove under the low hanging utility line, it pulled the excess line that then pulled the electrical mast off the house, disconnecting her electrical service.
13. Gloria Swetlishoff hired an electrician to repair the electrical mast and restore service to her house. Gloria Swetlishoff seeks \$4,185.90 for the electrician's invoice.
14. Telus says that the low hanging line that was wrapped around the electrical mast did not belong to Telus but to another service provider. So, Telus says that it was not responsible for repairing this line or connecting it to Gloria Swetlishoff's house.

***Did Telus negligently install the telecommunication line?***

15. To prove that Telus was negligent, Gloria Swetlishoff must prove Telus owed her a duty of care, that Telus breached the standard of care, that Gloria Swetlishoff suffered a loss and that Telus' breach caused the loss. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.
16. As a telecommunications provider, I find that Telus owed a duty of care to its customers, including Gloria Swetlishoff. Normally in a claim of professional negligence like this one, expert opinion evidence is needed to prove a professional breached the standard of care. This is because the standards of a particular industry are often outside an ordinary person's knowledge and experience. See *Bergen v. Guliker*, 2015 BCCA 283 at paragraph 131. There is an exception to this general rule when the alleged issue relates to something non-technical or is so egregious that it is obviously below the standard of care. See *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.
17. I find that this issue is technical and relates to the correct identification and installation of service wires and so requires expert evidence. Gloria Swetlishoff did not provide any expert evidence to prove either that the damaged line belonged to Telus or that Telus had improperly installed its telecommunication line.
18. Gloria Swetlishoff said that BC Hydro told her that the line belonged to Telus. On October 24, 2022, BC Hydro completed an incident report. The BC Hydro technician who wrote the report included a comment that the Telus line was wrapped around the electrical mast and got caught by a passing truck. The technician did not say how they determined that the line belonged to Telus. In any event, the incident report did not explain how its author was qualified to identify the service provider responsible for the line. So, I find that I am unable to accept BC Hydro's identification.
19. Gloria Swetlishoff also included the fire department report for the October 24 incident. The fire department report noted that the fire department spoke with the homeowner who stated that the lines were Telus lines. So, I find that the fire

department did not make any independent determination that the line belonged to Telus.

20. Telus said that the damaged utility poles it repaired on October 19, 2022, were 125 metres away from the pole across from Gloria Swetlishoff's house and so Telus says the earlier damage that it repaired on October 19, 2022, was not related to the incident on October 24, 2022.
21. Telus also provided a statement from its operations manager who identified that its own service line was a different colour from the low hanging wire that was also wrapped around the electrical mast.
22. For these reasons, I find that Gloria Swetlishoff has not proved that Telus negligently installed or repaired the line that caused or contributed to the damage to her electrical mast. Since Gloria Swelishoff has not proved that Telus was negligent, I dismiss her claim for damages.
23. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Gloria Swetlishoff was unsuccessful, so I dismiss her claim for CRT fees and dispute-related expenses.

## **ORDER**

24. I dismiss Gloria Swetlishoff's claim.

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Mark Henderson, Tribunal Member