



Civil Resolution Tribunal

Date Issued: September 23, 2025

File: SC-2024-000892

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *FortisBC Energy Inc. v. Mason*, 2025 BCCRT 1338

B E T W E E N :

FORTISBC ENERGY INC.

APPLICANT

A N D :

TYSON MASON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about a damaged gas line.
2. The applicant, FortisBC Energy Inc. (Fortis), says the respondent, Tyson Mason, negligently damaged one of Fortis' gas lines while excavating. Fortis claims \$4,054.00 for repairs.

3. The respondent does not deny damaging the gas line, but they say they were responding to an emergency septic backup.
4. An authorized employee represents Fortis. The respondent represents themselves.
5. For the following reasons, I allow Fortis' claim in part.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under *Civil Resolution Tribunal Act* (CRTA) section 118. The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find that I can properly assess and weigh the documentary evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and timeliness, I find that an oral hearing is not necessary in the interests of justice.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

9. Did the respondent negligently damage Fortis' gas line, and if so, what is the remedy?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Fortis must prove its claim on a balance of probabilities. This means more likely than not. I have read all the parties'

submissions and evidence but refer only to what is necessary to explain my decision. The Respondent filed a Dispute Response, but did not provide evidence or submissions, despite many follow-ups from the CRT.

11. For the following reasons, I find the respondent was negligent in damaging Fortis' gas line.
12. It is not disputed that on April 17, 2023, the respondent was responding to an emergency septic backup when they damaged Fortis' gas line. The respondent says the gas line was less than a foot away from the septic tank and embedded in the sand. The respondent does not say what steps they took before digging, if any.
13. Fortis says the respondent was negligent for not following the provincial regulations and its Safe Digging requirements, and the respondent did not obtain a BC One-Call package, which highlights these requirements. Fortis also says the Gas Safety Regulations do not require the gas line locations to be perfectly mapped, marked, or staked. Fortis did not address the respondent's submission that they were responding to an emergency.
14. The *Gas Safety Regulation* (GSR) applies to this dispute, as follows. Section 39 (1) says a person must not excavate near gas lines in a way that could damage them. Section 39 (2) says a person who intends to excavate must ask the gas company two days before for information about all underground gas installations in the area. However, section 42 (1) says these requirements do not apply to emergency excavations if there may be an imminent danger to life, health, or property.
15. To be able to rely on GSR section 42 (1), I find that the respondent has the burden of establishing that the septic backup required an emergency excavation because there was an imminent danger to life, health, or property. However, the respondent did not provide any evidence about the septic backup. While I accept that a septic backup could be an emergency with imminent danger to property, the respondent fails to explain why it required an emergency excavation of the septic tank. The respondent provided no evidence or submissions about the septic backup, how

much damage it was causing, or why the respondent determined that they needed to excavate the septic tank. So, I find the respondent has not proven that it was an emergency excavation under GSR section 42.

16. To prove liability in negligence, Fortis must show that the respondent owed it a duty of care, that the respondent breached the standard of care, that Fortis sustained a loss, and that the respondent's breach caused the loss (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27). In *FortisBC Energy Inc. v. Strohmaier Excavating (2019) Ltd.*, 2023 BCCRT 12, a former Vice Chair (now CRT Chair) found that (1) a person owes Fortis a duty of care while working around Fortis' gas lines, (2) the applicable standard of care is to take reasonable care not to damage Fortis' gas line, and (3) the standard of care includes compliance with the GSR. While previous CRT decisions are not binding on me, I agree with this reasoning and apply it here. I find the standard of care includes compliance with GSR section 39 (1) and (2).
17. I find that the respondent owed Fortis a duty of care and the respondent breached the standard of care. The respondent did not request information from Fortis about gas line locations before they started excavating the septic tank, and the respondent excavated near a gas line in a way that caused damage. So, the respondent breached GSR section 39 (1) and (2).
18. Even if the respondent proved the septic backup required an emergency excavation, that would not end the matter. Although the respondent would not have to comply with GSR section 39, they would still owe Fortis a duty to take all reasonable care not to damage the gas line. The respondent does not say what steps they took to avoid damaging Fortis' gas lines. For example, Fortis has an emergency locate request number for emergency situations. The respondent does not say they called that number.
19. For all of those reasons, I find that the respondent was negligent and his negligence damaged Fortis' gas line. So, I find Fortis is entitled to damages.

20. Fortis' invoice to the respondent charged \$4,054 in repair costs, including \$596.69 for vehicles, \$2,700.75 for labour, and \$756.56 for third party contractors. Fortis provided two third party contractors' invoices. One is for traffic management on April 17, 2023, at the incident location, in the amount of \$562.80. The other is titled "Damage Investigator Time," but appears to be for multiple locations and jobs from April 16 to 30, 2023, and has all the invoice subtotal amounts and the total redacted. There is nothing on this invoice that indicates that it relates to this dispute. Fortis did not explain this invoice, or how it relates to its claim. Without an explanation, I cannot determine whether Fortis' claim for third party contractor invoices is reasonable.
21. The rest of Fortis' invoice appears reasonable, and the respondent did not dispute these charges. So, I deduct the unproven third party contractor amount and order the respondent to pay Fortis \$3,860.24.
22. The *Court Order Interest Act* applies to the CRT. Fortis is entitled to pre-judgment interest on the \$3,860.24 from April 30, 2023, the invoice date, to the date of this decision. This equals \$414.48.
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. I see no reason in this case not to follow that general rule. I find Fortis is entitled to reimbursement of \$175 in CRT fees. Neither party claimed dispute-related expenses.

ORDERS

24. Within 30 days of the date of this decision, I order the respondent to pay Fortis a total of \$4,449.72, broken down as follows:
- a. \$3,860.24 in damages,
 - b. \$414.48 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$175 in CRT fees.

25. Fortis is entitled to post-judgment interest, as applicable.

26. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Alissa Reynolds, Tribunal Member