



Civil Resolution Tribunal

Date Issued: January 18, 2024

File: SC-2023-003622

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Longridge v. Yorkson Plumbing and Heating Ltd Incorporated*, 2024
BCCRT 50

B E T W E E N :

JACOB LONGRIDGE

APPLICANT

A N D :

YORKSON PLUMBING AND HEATING LTD INCORPORATED

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This dispute is about plumbing services.
2. Jacob Longridge hired Yorkson Plumbing and Heating Ltd Incorporated (Yorkson) to do plumbing work at his home. Dr. Longridge says that Yorkson charged too much

by using an apprentice plumber and that the work was substandard. He claims \$1,452 in damages.

3. Yorkson denies that its work was substandard and says its charges were reasonable. It says there was only one minor issue with its work and Dr. Longridge did not allow it to fix the issue.
4. Dr. Longridge is self-represented. Yorkson is represented by an authorized employee.

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 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. 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 a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

Evidence Issues

8. There was an issue with one of Yorkson's documents not uploading to the CRT portal. CRT staff emailed Yorkson to request that it resubmit this evidence. CRT staff then

provided this evidence to Dr. Longridge and gave him an opportunity to provide responsive evidence and submissions. Though he did not respond, I find that Dr. Longridge had an opportunity to make submissions about all the evidence before me.

ISSUES

9. The issues in this dispute are:
 - a. Was Yorkson allowed to use an apprentice plumber?
 - b. Was Yorkson's work deficient?
 - c. What remedy, if any, is appropriate?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Dr. Longridge 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. It is undisputed that Dr. Longridge hired Yorkson to do plumbing work on his property. Dr. Longridge sent photos to Yorkson showing what needed to be done. Yorkson sent Dr. Longridge a text message stating that the job would require two plumbers at specified hourly rates and that it would try to finish the job in one day. Dr. Longridge agreed. Yorkson completed its work on March 24, 2023, and Dr. Longridge paid its \$2,194.50 invoice.
12. After paying the invoice, Dr. Longridge says he discovered issues with Yorkson's work. He says Yorkson should not have billed for an apprentice plumber. He also says Yorkson damaged his floor tile and incorrectly installed his bathtub valve, laundry pipes, dishwasher pipes, boiler, and washing machine pipes. Dr. Longridge claims the following damages:
 - a. \$640 for using an apprentice plumber,

- b. \$262 for damage to his floor tile,
- c. \$110 for incorrect installation of his laundry piping,
- d. \$330 for incorrect installation of his bathtub valve, and
- e. \$110 for incorrect placement of his boiler.

13. I address each of these claims below.

Apprentice Plumber

14. Dr. Longridge says he only agreed to hire two plumbers. He says Yorkson should not have used an apprentice and that the apprentice charged too much time for their work. He claims a \$640 refund for all of the apprentice's time billed on Yorkson's invoice.
15. Yorkson says one of its plumbers needed to leave at 4 pm and Dr. Longridge verbally agreed to have an apprentice come so that the job could be completed in one day. Yorkson says it finished the job at 9:15 pm and did not charge its overtime rate so Dr. Longridge saved \$1,140. Dr. Longridge does not deny that he agreed to have an apprentice assist with the plumbing work.
16. I find that Dr. Longridge agreed to Yorkson using an apprentice. I do not accept that the apprentice's time was excessive. The invoice in evidence shows that the apprentice assisted with multiple tasks including the installation of the boiler and the plumbing for the sink and dishwasher. I find that the apprentice's time was reasonable in the circumstances. So, I dismiss Dr. Longridge's claim for a refund of the apprentice's time.

Floor Tile and Laundry Pipes

17. Dr. Longridge claims \$262 for a replacement tile for his bathroom floor and \$110 for Yorkson's time billed installing his laundry piping. He provided a photo showing a small scratch on one of his bathroom tiles and another photo showing the hot and

cold laundry pipes reversed. He says that Yorkson damaged his floor tile and did not install the laundry pipes correctly.

18. Yorkson says it did not cause any damage to Dr. Longridge's floor tile. It says it cuts everything on a bucket so it does not scratch the floor. It also says it offered to fix the floor tile at no charge, however Dr. Longridge said it was fine because the scratch was not noticeable. Yorkson admits that the laundry pipes were reversed.
19. I find that Yorkson likely scratched the tile during its work and that it installed the laundry pipes incorrectly. However, contractors are generally entitled to a reasonable opportunity to address any deficiencies in their work. If the owner does not give the contractor that opportunity, the owner is generally not entitled to claim damages for having the work fixed or completed by another contractor (see *Lind v. Storey*, 2021 BCPC 2 at paragraph 91).
20. The parties' text messages show that an employee at Yorkson attempted to schedule a date to fix these issues. However, Dr. Longridge did not provide a date and instead asked for a refund. In his submissions, Dr. Longridge confirms that he does not want Yorkson returning to his home. I find that Dr. Longridge did not provide Yorkson with an opportunity to address these deficiencies. So, I dismiss Dr. Longridge's claims related to the floor tile and laundry pipes.

Bathtub Valve and Boiler

21. Dr. Longridge says the bathroom valve was installed incorrectly and claims \$330 for Yorkson's time installing the valve. He provided photos of the bathroom valve sticking out from the wall approximately 1 inch. He also provided a photo of the valve's installation manual which says that the valve should be flush with the wall.
22. Yorkson says that it is standard practice to install the bathtub valve with an extra 1 inch of piping so that when the bathroom wall tiles are installed the valve can be reduced to exactly the correct length.

23. Dr. Longridge also says that the boiler was installed incorrectly and claims \$110 for Yorkson's time installing the boiler. He says that Yorkson installed the boiler in the wrong place so that his washing machine will not fit.
24. Yorkson says that it installed the boiler where Dr. Longridge requested. It says that it installed the boiler as close to one side as possible while still leaving room for access to the main shut off valve. It says the room is small and that it did not purchase the boiler or washing machine so it should not be responsible if it does not fit.
25. In general, expert evidence is required to prove whether a professional's conduct fell below a reasonably competent standard. This is because an ordinary person does not know the standards of a particular profession or industry. The exceptions to this general rule are when conduct is obviously substandard or about something non-technical (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196, at paragraph 112).
26. I find that Yorkson's installation of the valve and boiler are technical matters outside an ordinary person's knowledge and experience. While the valve's installation manual does say the valve should be flush with the wall, Yorkson says it added the extra inch of piping intentionally so it could be reduced after wall tiles are installed. I have no way of resolving this issue without expert evidence. Dr. Longridge also did not provide any evidence about how the boiler should have been installed given the size of the boiler, the washing machine, and the room. So, I find that Dr. Longridge has not proved that Yorkson's work was substandard and dismiss his claims related to the valve and boiler.

CRT FEES AND EXPENSES

27. 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. Dr. Longridge was not successful, so I dismiss his claim for reimbursement of his CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

28. I dismiss Dr. Longridge's claim and this dispute.

Peter Mennie, Tribunal Member