



# Civil Resolution Tribunal

Date Issued: March 12, 2024

File: SC-2023-002944

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Tallentire v. Vu*, 2024 BCCRT 246

B E T W E E N :

JENNIFER TALLENTIRE

**APPLICANT**

A N D :

PETER VU (Doing Business as PETER VU)

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Kate Campbell

## INTRODUCTION

1. This dispute is about home renovation work.
2. The applicant, Jennifer Tallentire, hired the respondent, Peter Vu (doing business as Peter Vu), to renovate her bathroom. Ms. Tallentire says Mr. Vu used unsuitable

piping material, so the shower head leaked. Ms. Tallentire requests reimbursement of \$2,093.06 for the expense of repairing the allegedly defective work.

3. Mr. Vu says Ms. Tallentire was supposed to supply the pipes, but did not. He says she did not specify what type of piping to use. Mr. Vu says he used appropriate piping, and the work is not defective.
4. The parties are each self-represented.
5. For the reasons set out below, I find in favour of Ms. Tallentire in this dispute. I order Mr. Vu to reimburse her \$2,093.06 for the costs of replacing the pipe and restoring the bathroom tiles.

## **JURISDICTION AND PROCEDURE**

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 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.
7. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
8. 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.

## **ISSUE**

9. Must the respondent pay the applicant \$2,093.06 for bathroom repairs?

## EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Tallentire, as applicant, must prove her claims on a balance of probabilities. I have read the parties' submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. Mr. Vu did not provide evidence in this dispute but had the opportunity to do so.
11. Ms. Tallentire says she hired Mr. Vu to do renovation work in her bathroom. She says he supplied the "inside the wall" items, including piping and glue. She says when she moved back into the apartment, she noticed water constantly dripping from the shower head. Ms. Tallentire says she contacted Moen, the faucet manufacturer, and Moen said to check that copper piping had been used, as not using copper is the most common reason for dripping.
12. Ms. Tallentire says Mr. Vu used PEX plastic piping, not copper. She also says Mr. Vu did not properly test to ensure the shower did not leak.
13. As the party alleging deficient work, Ms. Tallentire has the burden of proving the deficiency: *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61. Generally, expert evidence is required to prove that a professional's work falls below a reasonably competent standard. This is because an ordinary person does not know the standards of a particular profession or industry, which I find includes plumbing installation.
14. Based on the evidence before me, I find Ms. Tallentire has proved that Mr. Vu's work did not meet the standard for a reasonably competent plumbing installation. Mr. Vu admits to using PEX pipe, and says that product meets industry standards. However, Ms. Tallentire provided a copy of the installation instructions for the shower head and faucet set Mr. Vu installed. The instructions state for a tub/shower combination (which is what Mr. Vu installed), one must use only half inch copper or IPS pipe. Mr. Vu admits he did not do this.
15. Ms. Tallentire also provided a September 7, 2023, letter from plumber GJ, who replaced the PEX pipe with copper. GJ provided their credentials as a certified and

experienced plumber, so I accept GJ's statement as expert evidence under CRT rule 8.3. GJ says Mr. Vu installed PEX pipe, which has a slightly smaller inside diameter than copper pipe. GJ said it is standard knowledge for a certified plumber that PEX cannot be used on a tub spout because the slight size restriction causes water to back up into the shower head and drip. GJ says this does not occur with copper piping.

16. GJ said they had to break out some of the tiles to access and replace the piping. GJ provided photos documenting their work.
17. I place significant weight on Greg Jagger's opinion, as they are a certified plumber who examined the work in question. Mr. Vu did not provide contrary evidence, other than to assert that his work was adequate. Also, Mr. Vu's qualifications are not in evidence, so I do not know if he is a certified plumber. So, I place limited weight on Mr. Vu's evidence.
18. I also note that Mr. Vu has not proved his assertion that the parties agreed Ms. Tallentire would supply the piping, or that she was obligated to direct which type of piping to use. Rather, I find that as someone hired to do plumbing installation, it was reasonably Mr. Vu's responsibility to ensure that the correct type of piping was installed.
19. Based on Greg Jagger's letter and the plumbing installation instructions, I find Mr. Vu's work was deficient, and required repairs. Ms. Tallentire provided invoices for the repair work, including the pipe replacement and re-tiling. These invoices total \$2,093.05. I find Ms. Tallentire is entitled to reimbursement of this amount.
20. The *Court Order Interest Act* (COIA) applies to the CRT. I find Ms. Tallentire is entitled to pre-judgment interest from February 24, 2023 (the date of the final invoice). This equals \$106.11.
21. As Ms. Tallentire was successful in this dispute, under CRTA section 49 and the CRT's rules I find she is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

## **ORDERS**

22. I order that within 30 days of this decision, Mr. Vu must pay Ms. Tallentire a total of \$2,324.17, broken down as follows:
- a. \$2,093.06 in damages,
  - b. \$106.11 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
23. The applicant is entitled to post-judgment interest under the COIA, as applicable.
24. 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.

---

Kate Campbell, Tribunal Member