

File No: 15-52686
Registry: Vancouver

In the Provincial Court of British Columbia
Civil Division

BETWEEN:

CALUM COUPLAND

CLAIMANT

AND:

BRITISH COLUMBIA HYDRO & POWER AUTHORITY

DEFENDANT

**REASONS FOR JUDGMENT
OF
BRYAN BAYNHAM, Q.C., ADJUDICATOR**

COPY

Appearing on his own behalf:

C. Coupland

Counsel for the Defendant:

K. Johnson

Place of Hearing:

Vancouver, B.C.

Date of Judgment:

January 27, 2016

[1] THE COURT: This case is somewhat unusual for a number of reasons. The first is the manner in which it arises.

Mr. Coupland, the claimant, owns some property in Port Alberni and he has owned that property since 2007, according to his trial statement.

[2] He has rented it from time to time and a tenant of his moved out of the premises in March of --

[3] CALUM COUPLAND: 2014.

[4] THE COURT: -- 2014. The evidence of Mr. Coupland is, and I accept this evidence and it seems to be confirmed by B.C. Hydro, that there was a request to disconnect the hydro by the tenant and Mr. Coupland believed that the hydro service was cut off. It turns out, it appears, that the hydro service was continued. I say that because B.C. Hydro, many months later, sent an account or a bill, to Mr. Coupland.

[5] That said, there is no evidence before me from B.C. Hydro that they actually did supply services and Mr. Coupland cannot speak to whether or not there was any electrical service provided to the duplex because he was not present. So I am not prepared to find as a fact, and I quite frankly cannot find as a fact on the evidence before me, whether or not there was any electrical service provided to this duplex.

[6] Mr. Coupland attended at the premises in October and

attempted to have the power turned on, only to learn that the power had never been shut off, according to what he was told by B.C. Hydro.

[7] What happens next is a bit bizarre. B.C. Hydro sends him an account for \$1988.10. They send it on November 10th, having not sent anything for any months in the meantime, and then when Mr. Coupland objects, they reduce the bill down to \$862.93.

[8] Mr. Coupland, because he has several properties, is very concerned about his credit rating and could not have an outstanding account with B.C. Hydro affect his credit rating, so he paid under protest and now seeks the return of that money.

[9] B.C. Hydro filed a defence which, quite frankly, I do not understand. They seem to think that anybody that has a dispute over an invoice received from B.C. Hydro and they object to paying it have to go before the Utilities Commission because B.C. Hydro is a regulated utility in British Columbia.

[10] I agree that they are regulated, but this is not a dispute about regulation or how they charge people. It is a question of whether or not an invoice is payable by a customer of B.C. Hydro.

[11] The invoice was rendered. Had it not been paid, I

believe that B.C. Hydro could have enforced payment by bringing an action in Small Claims Court and Mr. Coupland could have resisted that claim on the basis that he has resisted the claim now.

[12] B.C. Hydro says that that dispute as to whether or not the invoice was or was not payable goes before the B.C. Utilities Commission. I find that surprising. I do not think the B.C. Utilities Commission has the ability to compel payment of an invoice issued by B.C. Hydro. They can regulate B.C. Hydro but it is for the Supreme Court and the Provincial Court of British Columbia to deal with disputes over payment or non-payment of invoices and the supply or non-supply of services that give rise to the invoice. How the services are provided and the rates that could be charged are within the purview of the Utilities Commission, but not whether or not the invoice is or is not payable and whether or not the service was or was not provided.

[13] I am satisfied that there is no evidence before me which would support the charges made by B.C. Hydro, save and except for the electricity that Mr. Coupland acknowledges was supplied for two days from November 5th and 6th, which has a usage charge of \$1.50 plus taxes. Mr. Coupland, and to his credit, also acknowledges that he would have had to pay a

reconnection fee and to his credit reduces the amount that he seeks in recovery by the connection fee, which is \$125.

[14] So of the amount that Mr. Coupland originally sought of \$862.93 he has, in his trial statement, agreed to reduce that by \$132.83. So I am ordering that B.C. Hydro pay him back \$730.10 plus the filing fee of \$100 and the service fee of \$80. That is my judgment.

(REASONS CONCLUDED)