

Ocean Wave Drywall Ltd. v. Johal, 2026 BCCRT 1506

This decision forms part of Courtready.ca's Canadian AI-Hallucination Cases Database, which tracks Canadian legal decisions addressing fabricated citations and other misuse of artificial intelligence in legal submissions. Courtready.ca obtained this decision from the Canadian Legal Information Institute (CanLII).

FULL DATABASE

<https://courtready.ca/fictitious-citations-in-canadian-courts/>



Civil Resolution Tribunal

Date Issued: October 22, 2026

Files: SC-2024-011075
and SC-CC-2025-004460

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ocean Wave Drywall Ltd. v. Johal*, 2026 BCCRT 1506

BETWEEN:

OCEAN WAVE DRYWALL LTD.

APPLICANT

AND:

AJIT PAL SINGH JOHAL and HARWINDER KAUR JOHAL

RESPONDENTS

AND:

OCEAN WAVE DRYWALL LTD.

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. Ajit Pal Singh Johal and Harwinder Kaur Johal hired Ocean Wave Drywall Ltd. to install drywall in their new home. Ocean Wave says the Johals failed to pay it in full for its work. In SC-2024-011075, Ocean Wave claims \$3,201.25 as outstanding.
2. The Johals say Ocean Wave's work was incomplete and deficient. They say they will have to hire a new contractor to fix the deficiencies. In SC-CC-2025-004460, Mr. Johal claims \$5,000 to correct the deficiencies.
3. Ocean Wave is represented by a director. The Johals represent themselves.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought 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. These are the CRT's formal written reasons.
5. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied I can fairly decide this dispute without an oral hearing.
6. CRTA section 42 says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.

Evidence issues

7. First, Ocean Wave provided late evidence, including an expert report. The Johals were invited to comment on this late evidence in their submissions, which they did. I find there is no prejudice in allowing the late evidence, which is consistent with the CRT's flexible mandate.

8. Next, in its submissions, Ocean Wave provided a contact number for a witness that it says is willing to talk to the CRT about the claim. Parties are told during the CRT process that they must provide all relevant evidence to the CRT. They are also explicitly told not to provide a witness's contact information because a tribunal member will not contact witnesses. I have not contacted Ocean Wave's witness. I have decided this dispute without the witness's potential evidence.

Use of artificial intelligence

9. In their submissions, the Johals refer to several British Columbia court cases. While the case citations do exist, the real cases do not stand for the legal bases that the Johals represent that they do. For example, the Johals cite *Goldstein v. Tong*, 2010 BCSC 1234, alleging it stands for the proposition that the court preferred the evidence of contractors who physically inspected the work over generalized opinions. In reality, the correct citation is *J.L. v. British Columbia (Director of the Child, Family, and Community Service Act)*, 2010 BCSC 1234, and relates to a claim about custody and the return of a child to Canada.
10. I find the citations provided by the Johals are likely "hallucinations", meaning false or misleading results generated by artificial intelligence. The CRT has no obligation to address arguments with no basis in law. So, while I have reviewed all of the Johals' evidence and submissions, I have only addressed what is relevant in my decision.

ISSUES

11. The issues in this dispute are:
 - a. Whether the Johals must pay Ocean Wave for its drywall work, and
 - b. Whether Ocean Wave must pay the Johals for deficient drywall work.

EVIDENCE AND ANALYSIS

12. As the applicant in a civil claim such as this, Ocean Wave must prove its claims on a balance of probabilities (meaning “more likely than not”). Mr. Johal must prove his counterclaim to the same standard. As noted above, while I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
13. In 2022, Ocean Wave provided the Johals with a quote to install drywall in the Johals’ new home. This included installation, finishing, additional drop ceiling work, and final touch ups. The quote is not in evidence, but the Johals do not dispute Ocean Wave’s explanation of it.
14. Ocean Wave says it completed the work in January 2023. It says the Johals have refused to pay the remaining \$3,201.25. Again, there is no invoice in evidence. However, the Johals do not dispute the amount outstanding, so I accept it is accurate. As noted, the Johals argue that Ocean Wave’s work was incomplete and deficient.
15. As explained in *Belfor (Canada) Inc. v. Drescher*, 2021 BCSC 2403 at paragraph 16, a contractor is generally entitled to payment when they have substantially completed the work. If there are deficiencies, the customer may sue for damages.
16. While the Johals argue Ocean Wave’s work was incomplete, they do not explain what, if anything, Ocean Wave failed to complete. I find the evidence shows Ocean Wave completed the drywall project, and is entitled to payment of the outstanding \$3,201.25, subject to any proven deficiencies.
17. As the party alleging deficiencies, the Johals must prove them (see: *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61). Specifically, the Johals say that Ocean Wave left uneven drywall surfaces, waviness, and poor joint finishing. They say this indicates substandard workmanship. Ocean Wave says the issues are from the new home’s normal structural settlement, ordinary wear and tear, and some drywall damage is from external force, like furniture hitting it.

18. Both parties provided expert evidence. The Johals rely on Harman Samra, Manager at Cityview Drywall. Along with a repair quote, Harman Samra says that they conducted a site visit at the Johals' home, and noted "numerous areas" where the drywall work was "performed in a deficient manner". They say it is likely that improper material and finishing techniques were used. Harman Samra does not explain what Ocean Wall did improperly, or what it should have done instead. Without such an explanation, I place limited weight on Harman Samra's opinion.
19. Ocean Wave relies on a report from Gurinderpal Dhaliwal, who is a Registered Applied Science Technologist in Building Engineering and Building Design. In his January 27, 2026 report, Mr. Dhaliwal explained that he reviewed 29 photos the Johals provided to Ocean Wave regarding the drywall. He noted the photos show hairline cracking at wall and ceiling joints, minor joint line read-through, isolated surface imperfections, areas of paint and coating failure, localized staining and material deterioration, and crack patterns consistent with framing movement and building settlement. Mr. Dhaliwal said that the cracking patterns observed were typical of normal wood-frame building settlement and material shrinkage, which commonly occurs during the first 2 to 5 years after new construction, and frequently results in minor joint cracking, ceiling/wall separations, and nail pops. He explained that these are not drywall installation defects.
20. Mr. Dhaliwal also explained that several of the photos show issues related to inadequate surface preparation, paint flashing and sheen variation, and poor paint coverage, which are not a drywall contractor's responsibility, but the painter's. In summary, Mr. Dhaliwal said that none of the reviewed photos show evidence of drywall board failure, tape joint failure, improper installation, structural separation, or systemic workmanship defects. I accept Mr. Dhaliwal's explanation of the imperfections in the photos, and how they relate to new home settlement.
21. While the Johals argue that I should prefer the evidence of Harman Samra over Mr. Dhaliwal because Mr. Dhaliwal did not perform a site visit, I disagree. I find Mr.

Dhaliwal's report persuasive and clearly explained. I give it more weight than Harman Samra's report, which lacks detail.

22. On balance, I find the Johals have not proved that Ocean Wave's drywall work was deficient or incomplete. As a result, I dismiss Mr. Johal's counterclaim. So, the Johals must pay Ocean Wave the outstanding \$3,201.25.

Interest, fees, and expenses

23. The *Court Order Interest Act* applies to monetary judgments at the CRT. However, in the Dispute Notice, Ocean Wave explicitly waived its claim for pre-judgment interest. So, I order none.
24. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Ocean Wave was successful, I order the Johals to reimburse it \$175 in paid CRT fees. I dismiss Mr. Johal's claim for reimbursement of tribunal fees.
25. Ocean Wave also claims \$1,050 in dispute-related expenses for Mr. Dhaliwal's report, which is supported by an invoice. I find the cost reasonable, and I relied on this report in making my decision. So, I order the Johals to reimburse Ocean Wave \$1,050.

ORDERS

26. Within 21 days of the date of this decision, I order the Johals to pay Ocean Wave a total of \$4,426.25, broken down as follows:
- a. \$3,201.25 in damages,
 - b. \$175 in tribunal fees; and
 - c. \$1,050 in dispute-related expenses.
27. Ocean Wave is also entitled to post-judgment interest, as applicable.

28. Mr. Johal's counterclaim is dismissed.

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

Andrea Ritchie, Vice Chair