



Civil Resolution Tribunal

Date Issued: June 26, 2018

File: SC-2017-004289

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Briscoe v. JPW Road & Bridge Inc.*, 2018 BCCRT 279

B E T W E E N :

Peter Briscoe

APPLICANT

A N D :

JPW Road & Bridge Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about damage to a truck. The applicant, Peter Briscoe, seeks reimbursement of \$4,836.60 for repairs to his truck for damage he says was caused by poor road maintenance by the respondent, JPW Road & Bridge Inc. (JPW).
2. The respondent says there is no evidence that the truck damage occurred, or that it was the result of substandard road maintenance. It also submits it was not negligent, so is not liable for truck damage.
3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the tribunal. The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. Neither party requested an oral hearing.
6. The tribunal 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 tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

7. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. The issue in this dispute is whether the respondent is responsible to pay for repairs to the applicant's truck, and if so in what amount.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. The applicant says that while driving on Chase Falkland Road in June 2017 he hit a "pot hole/drop in the road" at the start of a bridge, which caused damage to his Ford F150 pickup truck. He says the respondent is liable for the truck damage, as it has a contract with the provincial government to maintain the road and failed to keep it in good repair.
11. The respondent says it was not negligent, and it met the standard of care required under its contract with the province. It also says there is no evidence of a causal link between the alleged road deficiency and the damage to the applicant's truck.
12. Based on the evidence before me in this case, I find the applicant has not proven that his truck was damaged, that it was damaged by the condition of the Chase Falkland Road, or the amount that the alleged damaged cost to repair. For these reasons, I dismiss the applicant's claim.
13. The applicant provided 2 photographs of the road taken in October 2017. While the photographs show that the road has been patched, they do not show what the road was like before the patches were installed, and they do not establish that the

truck was damaged due to road conditions. Also, the applicant has not explained why he waited 4 months after the claimed incident to photograph the road.

14. The applicant provided two written statements from people who are familiar with the road. These statements establish that there are at times large potholes in the area described by the applicant. The statement from JW says there were large potholes in this area in the spring/summer of 2017. However, neither witness saw the incident in which the applicant's truck was allegedly damaged, or mentioned having seen the truck or its damage.
15. Most significantly, the applicant has not provided any evidence to support his assertion that his truck was damaged, or about the type of damage sustained. He has provided no statement or invoice from a mechanic, and no receipt for parts. The applicant has also not provided evidence showing what repairs occurred, and when.
16. The applicant says his mechanic spoke to the respondent's representative. However, there is no evidence before me, such as a letter from the mechanic, to establish what the mechanic said. I put no weight on hearsay about statements not in evidence.
17. For all of these reasons, I find that the applicant has not met the burden of proving that his truck was damaged, the type of damage, or that the alleged damage was caused by the condition of Chase Falkland Road in June 2017. For that reason, it is not necessary to make findings about whether the respondent was negligent. I dismiss the applicant's claim.
18. I also note that even if I had found the respondent liable for damage to the applicant's truck, I would not order any remedy for that damage in this case because the applicant has not provided any evidence showing what repairs were performed or how much they cost.
19. The tribunal's rules provide that the successful party is generally entitled to recovery of their fees and expenses. The applicant was unsuccessful and so I

dismiss his claim for reimbursement of tribunal fees. The respondent did not pay any fees and there were no dispute-related expenses claimed by either party.

ORDER

20. I dismiss the applicant's claims and this dispute.

Kate Campbell, Tribunal Member