



Civil Resolution Tribunal

Date Issued: May 8, 2019

File: SC-2018-008290

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Girard v. Canada Post Corporation*, 2019 BCCRT 548

B E T W E E N :

Gaetan Girard

APPLICANT

A N D :

Canada Post Corporation

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about postal services. The applicant, Gaetan Girard, paid the respondent, Canada Post Corporation, to send a package “special delivery insured”. The applicant says they did not receive the service as paid for, and seeks \$369.39 in damages.

2. The respondent denies the applicant's claim. It says it offers no service called "special delivery insured", and that it is protected from liability under the *Canada Post Corporation Act (CPCA)*.
3. The applicant is self-represented. The respondent is represented by an in-house lawyer, Rhonda Bender.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 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. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is in issue.
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 9.3(2), 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.

ISSUE

8. The issue in this dispute is whether the respondent must pay the applicant \$369.39 in damages.

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 he paid for his package to be sent “direct shipping signature required insured”. He says the respondent changed the shipping method without his consent, and instead sent it as a “bulk delivery”.
11. The respondent says the package was sent by “Xpress Post” on October 31, 2017, and was issued a tracking number. The respondent says the package was required to be signed for by the addressee on delivery. The respondent says the package was delivered and signed for on November 6, 2017.
12. The respondent admits that for some reason, the information that the package was signed for on November 6, 2017 was not uploaded into its tracking system until December 1, 2017. Thus, when the applicant inquired about the status of the package several times during November, the respondent was not able to provide a correct answer.
13. While I agree there was some unnecessary confusion about the applicant’s package delivery, I find the applicant has not proven any entitlement to damages. His package was delivered a week after it was sent, and there is no indication that any items in it were missing or damaged.

14. While the applicant says he did not receive the type of service he paid for (special delivery or direct shipping), he provided no receipt or documentation to prove he paid for those services. The respondent says it does not provide services with those names, and the applicant provided no documentation to prove otherwise, or to prove he did not purchase Xpress Post shipping, as indicated on the documents provided by the respondent.
15. The respondent also says the documentation filled out at the time the package was mailed shows the applicant's wife was the sender. The respondent says that since the applicant was not the sender, he had no contract with the respondent and no standing to make a claim about the package. I agree. I find that while the applicant provided photos showing him holding the package before it was sealed and mailed, he has provided no documentation showing that he was the registered sender, or showing that he had a contract with the respondent with respect to the package.
16. Also, I would not order the claimed damages of \$369.39 in any event, because the applicant has not provided any particulars or evidence to support that amount. It is unclear how he arrived at that amount. He provided no receipt for the postal purchase, and no evidence of the value of the shipped goods (which were not damaged in any event). It may be that all or part of the claim is for the applicant's time spent dealing with the respondent, but the applicant provided no accounting of that, and the tribunal does not generally order reimbursement of a party's time spent dealing with a disputed matter.
17. For all of these reasons, I find the applicant has not met the burden of proving his claim for damages. I therefore dismiss it.
18. The applicant was unsuccessful in this dispute. In accordance with the Act and the tribunal's rules, I find he is not entitled to reimbursement of tribunal fees or dispute-related expenses.

ORDER

19. I order that the applicant's claim, and this dispute, are dismissed.

Kate Campbell, Tribunal Member