



Civil Resolution Tribunal

Date Issued: February 24, 2020

File: SC-2019-005498

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *On Site Plumbing Ltd. v. Goldsmith dba Dave Goldsmith
D.B.A. Mechanical Repair, 2020 BCCRT 212*

BETWEEN:

ON SITE PLUMBING LTD.

APPLICANT

AND:

DAVID GOLDSMITH (Doing Business As DAVE GOLDSMITH D.B.A.
MECHANICAL REPAIR)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This is a small claims dispute about transportation expenses caused by a vehicle accident at the respondent's automotive repair business.

2. The applicant, On Site Plumbing Ltd., seeks an order for \$1,266.91 for taxi and car rental expenses incurred while their vehicle damage was being repaired. The respondent, named as David Goldsmith dba Dave Goldsmith D.B.A. Mechanical Repair, disputes this claim. The respondent argues that they do not have a record of a contract with the applicant.
3. The applicant is represented by a business representative. The respondent is self-represented.

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* (CRTA). 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.
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. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. a. Does the respondent owe compensation for transportation expenses incurred while the applicant's vehicle was being repaired, and if so, how much compensation does the respondent owe?
 - b. b. Did the parties have a contract for vehicle repair services?

EVIDENCE AND ANALYSIS

9. In civil proceedings such as these, the applicant bears the burden of proof on a balance of probabilities. In other words, the applicant must prove that it is more likely than not that their transportation expenses were caused by the respondent's negligence.
10. The applicant claims that the respondent damaged their vehicle while it was being serviced at the respondent's automotive repair business. The applicant claims that the respondent backed their vehicle into a hoist which caused extensive body damage. The vehicle damage was handled through an Insurance Corporation of BC claim.
11. The applicant claims that the vehicle repairs took several months and it claims \$1,266.91 for taxi and car rental expenses while their vehicle was being repaired.
12. To prove negligence, the applicant must prove that the applicant sustained damage, and the damage was caused by the respondent's negligent conduct (*Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
13. In this matter, the applicant provided no evidence to support their claim that they incurred transportation expenses while their vehicle was being repaired. For example, the applicant did not state the dates that their vehicle was being repaired or the dates when their vehicle was unavailable. The applicant only stated that the vehicle repairs took several months.

14. In addition, the applicant did not provide the dates or any description of the claimed taxi rides and car rentals. The applicant simply stated, without any itemization, that the total amount of the transportation expenses was \$1,266.91. Also, the applicant did not provide any invoices or receipts for the claimed taxi and car rental expenses.
15. As such, I find that the applicant has failed to provide the required proof of damages. Based on this finding, I do not need to address the issue of whether the respondent was negligent or the respondent's argument that the parties did not have a contract.
16. Given my conclusions above, I dismiss the applicant's claims.

ORDER

17. I order the applicant's claims and this dispute dismissed.

Richard McAndrew, Tribunal Member