



Civil Resolution Tribunal

Date Issued: May 12, 2020

File: SC-2019-009879

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Fletcher v. Hansen*, 2020 BCCRT 520

BETWEEN:

NATASHA FLETCHER

APPLICANT

AND:

TANNER HANSEN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This small claims dispute is about vehicle damage. The applicant, Natasha Fletcher, says that the respondent, Tanner Hansen, vandalized her vehicle in a parking lot dispute and has refused to pay for the repairs. She asks for an order that the

respondent pay her \$1,595.66 in damages. The respondent admits that he damaged the applicant's vehicle, but says he does not owe her the amount she claims.

2. The parties are self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. 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.
6. 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.

ISSUE

7. The issue in this dispute is whether the respondent is responsible to pay the claimed \$1,595.66 in repair costs.

EVIDENCE AND ANALYSIS

8. In a civil dispute like this one, an applicant bears the burden of proof on a balance of probabilities. The applicant provided evidence and both parties provided submissions in support of their respective positions. While I have considered all of this information, I will refer to only what is necessary to provide context to my decision.
9. The incident occurred in a parking lot in May of 2018. The parties apparently had a history of some animosity between them. I find I do not need to discuss the details of that history. What matters for the purpose of this dispute is that the respondent admits he vandalized the applicant's vehicle and caused damage.
10. The applicant submitted images of her vehicle that show scuffs and dents on the rear panel near the gas cap. They also appear to show some damage to the vehicle's bumper. The applicant says that her insurance company denied her claim because the damage was not caused by another vehicle. The applicant has an estimate of \$1,595.66 to repair the damage. She has not yet completed the repairs due to lack of funds and because she says the respondent should take responsibility for his actions.
11. The respondent says that he tried to give the applicant money for the repairs. However, he also says that the applicant should not have tried to go through her insurance company and that the repair estimate she obtained was too high. The respondent says he worked around vehicles, and that he could have fixed the damage himself or obtained his own quote. The respondent says the applicant should have given him an opportunity to work something out instead of paying the amount quoted on her repair estimate.
12. Screenshots of text messages between the parties confirm that the applicant asked the respondent to pay her repair costs, but he refused. The respondent stated in the messages that he "tried to give you money but you were rude and pushed insurance" and that she would have to "do something legally if you want anything".

The applicant's repair estimate shows work to be done on areas of the vehicle that are consistent with the areas of damage shown in the images. I find that the respondent caused the damage shown on the images, and that the repair estimate addresses that damage. The respondent did not provide any other estimate for the repair or any expert opinion critical of the applicant's estimate.

13. There is no indication the parties had an agreement that the respondent could determine how the damage would be addressed. The fact the respondent disagrees with the steps the applicant took does not release him from his responsibility to repair the damage he admits he caused. Based on the evidence before me, I find that the applicant's repair estimate is reasonable.
14. In summary, I find that the respondent damaged the applicant's vehicle, and that he is responsible for the \$1,595.66 in claimed repair costs.
15. Under section 49 of the CRTA and tribunal rules, the tribunal generally will order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125 in tribunal fees.

ORDERS

16. Within 60 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,720.66, broken down as follows:
 - a. \$1,595.66 in repair costs,
 - b. \$125 as reimbursement for tribunal fees.
17. The applicant is entitled to post-judgment interest, as applicable.
18. Under section 48 of the CRTA, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been

made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The tribunal can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the tribunal will not have this ability. A party should contact the tribunal as soon as possible if they want to ask the tribunal to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

19. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Lynn Scrivener, Tribunal Member