



Civil Resolution Tribunal

Date Issued: September 9, 2020

File: SC-2020-002705

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stocco v. Robinson*, 2020 BCCRT 1011

B E T W E E N :

JESSICA STOCCO and Stocco Construction Ltd.

APPLICANTS

A N D :

JOSEE ROBINSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. The applicants Jessica Stocco and Stocco Construction Ltd. say the respondent Josee Robinson keyed their car. They claim \$700 to repair the damage.
2. Ms. Robinson denies keying the car. Ms. Robinson says she was examining a decal that was peeling off the subject car.

3. Ms. Robinson also says that Ms. Stocco is not the registered owner of the car. Rather, Ms. Robinson alleges that another family member, who is not a party to this dispute, owns the car. Ms. Robinson says Ms. Stocco therefore would not be entitled to the \$700 even if she could prove that Ms. Robinson keyed the car.
4. Ms. Robinson denies responsibility for the claimed \$700. Ms. Robinson asks me to dismiss the dispute.
5. The parties are each self-represented.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
7. The CRT 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 that I need to determine to decide this dispute, nor are there other reasons that might require an oral hearing.
8. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

10. The issue in this dispute is whether Ms. Robinson damaged a car owned by Ms. Stocco or Stocco Construction Ltd., and, if so, whether Ms. Robinson must repay them \$700 for damage repairs.

EVIDENCE AND ANALYSIS

11. In this civil claim, the applicants Ms. Stocco and Stocco Construction Ltd. bear the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
12. On August 21, 2019, Ms. Stocco says she observed Ms. Robinson keying her car while it was parked outside Stocco Construction Ltd. Ms. Stocco provided some videos which show Ms. Robinson crouched behind and beside the car that day, though her hands are not visible on the videos.
13. Ms. Stocco says Ms. Robinson scratched or keyed the car. Ms. Robinson denies doing so, and says she was examining a decal on the car that was “delaminating”. Ms. Robinson says she works in the decal industry, making a damaged decal was of interest to her.
14. Through ICBC, Ms. Stocco had the car repaired. ICBC investigated and found Ms. Robinson responsible. The only part of the ICBC file before me was a January 29, 2020 letter saying ICBC spent \$727.15 on repairs and requesting that Ms. Robinson repay ICBC that amount.
15. I find it unnecessary to decide whether or not Ms. Robinson damaged the car. The evidence does not prove that either applicant is the registered owner of the car. Therefore, even if I were to find that Ms. Robinson keyed the car, I find that neither Ms. Stocco nor Stocco Construction Ltd. have proven that they suffered a \$700 loss as a result.

16. Further, ICBC paid the repair costs, under an insurance policy. The \$700 claimed appears to roughly match the repair bill ICBC paid. ICBC is not a named respondent. Ms. Stocco says she paid the insurance deductible, but did not prove ownership, payment or the amount through documentary evidence.
17. I find that the applicants have not proven that they owned the car, nor that they paid for any repairs to it.
18. For these reasons, I dismiss Ms. Stocco and Stocco Construction Ltd.'s claim for \$700 for repairs.
19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Ms. Robinson was the successful party but did not pay tribunal fees nor claim dispute-related expenses. I make no order for either.

ORDER

20. I dismiss the dispute.

Julie K. Gibson, Tribunal Member