



Civil Resolution Tribunal

CRT USE ONLY

Date: November 25, 2020

File: SC-2020-004801

Type: Small Claims

BETWEEN:

Please enter legal names of all applicants exactly as they appear on the Dispute Notice or on the most recent Amended Dispute Notice

SIMON HOLMAN

APPLICANT[S]

AND:

Please enter legal names of all respondents exactly as they appear on the Dispute Notice or on the most recent Amended Dispute Notice

SUKHJIT DHILLON

RAMANDEEP SANDHU

AMERI-CAN SYSTEMS

RESPONDENT[S]

DEFAULT DECISION AND ORDER

CRT USE ONLY

DEFAULT DECISION AND ORDER

Tribunal Member: David Jiang

Date: November 25, 2020



A: MONETARY CLAIMS AND ORDERS	Claim Amount (\$)	CRT USE ONLY Order (\$)
<p>1. Describe claim "1" (claim summary for claim 1, from Dispute Notice):</p> <p>Out-of-pocket for deductible while not at fault for motor vehicle accident.</p> <p>If claim 1 is a non-debt claim, describe evidence to support the amount of claim 1. (see above for information on debt claims and non-debt claims)</p> <p>Attached please find the Invoice from No. 1 Collision Group. Page 2 shows the "Insured's portion total" as \$1,000.00.</p>	\$1,000.00	\$1,000.00
<p>2. Describe claim "2" (claim summary for claim 2, from Dispute Notice):</p> <p>Accelerated Depreciation of my vehicle (plus taxes).</p> <p>If claim 2 is a non-debt claim, describe evidence to support the amount of claim 2. (see above for information on debt claims and non-debt claims)</p> <p>Attached please find the Accelerated Depreciation Evaluation Report from Coast Auto Appraisals Ltd. dated January 28, 2019. Page 4 shows the depreciation amount of \$3,000.00 plus applicable taxes.</p>	\$3,000.00	\$3,000.00
<p>3. Describe claim "3" (claim summary for claim 3, from Dispute Notice):</p> <p>Cost of Accelerated Depreciation Evaluation Report plus cost of doing a Company Search plus office expenses (plus taxes).</p> <p>If claim 3 is a non-debt claim, describe evidence to support the amount of claim 3. (see above for information on debt claims and non-debt claims)</p> <p>Attached please find a List of Disbursements dated June 17, 2020 totalling \$668.85. Also attached is the Invoice for the Report.</p>	\$668.85	\$668.85



B. NON-MONETARY CLAIMS - OTHER ORDERS

(For example, requests for a party to do or stop doing something)

If you would like the tribunal to order a party to do or stop doing something, include it below. Do not add anything that was not requested in the Dispute Notice. Explain what you would like the tribunal to order, and why you would like the order. Examples might include: “an order that the respondent finish painting my door as we agreed”. Note, the CRT will not generally order a respondent to do something in a small claims dispute, if an order to pay money would be sufficient.

In small claims, the CRT can't make an order for someone to do something or stop doing something, unless it is for recovery of personal property, specific performance of an agreement relating to personal property or services, or for relief from another person's claim for recovery of personal property from you.

REQUESTS FOR A PARTY TO DO OR STOP DOING SOMETHING

Party name: -----	What would like them to do or stop doing? -----
Why? -----	

Party name: -----	What would like them to do or stop doing? -----
Why? -----	



C. CRT FEES AND DISPUTE-RELATED EXPENSES

You can claim CRT filing fees and reasonable expenses you paid to prepare for the CRT dispute resolution process. Generally, the CRT will not order the reimbursement of fees paid to a lawyer or other representative. If you are claiming more than \$50, please submit your receipts to the tribunal by email, along with this form. For expense claims for \$50 or less, retain your receipts in case the CRT requests them later.

CRT Fees and Expenses Description	Expense Amount (\$)	CRT USE ONLY Order (\$)
a. Service fees if the CRT advised you that you must serve the Dispute Notice and instructions for response (For example, fees for courier or registered mail.) <i>(receipts required, if total of a. service fees, b. cost of expert reports, and c. other expenses is more than \$50)</i>	\$11.01	\$11.01
b. Cost of expert reports to support CRT claim <i>(receipts required, if total of a. service fees, b. cost of expert reports, and c. other expenses is more than \$50)</i>	\$0.00	\$0.00
c. Other expenses <i>(receipts required if more than \$50)</i> <i>expense description:</i>	\$0.00	\$0.00
d. CRT Application and other CRT fees		\$150.00
Total fees and dispute-related expenses		\$161.01



D. INTEREST

Please enter the interest rate that applies to your claim. Note that interest applies only to monetary orders (debt and non-debt) and doesn't apply to non-monetary awards. The interest rate must be specified in your contract or strata bylaws and claimed in your Dispute notice (do not submit your contract.). If it is not, please refer to the Court Order Interest Act to identify the applicable interest rate. The CRT will calculate interest from the date of the Dispute Notice to the date of the Default Order. For more information on Court Order Interest please see:

http://www.courts.gov.bc.ca/supreme_court/about_the_supreme_court/Court_Order_Interest_Rates.aspx

NOTE: If you don't calculate your interest claim correctly, or tick the box below to waive your claim, the CRT will return your form. There will be a delay in getting your default decision and order from the CRT.

Interest Item	Applicant Submission	CRT USE ONLY Order (\$)
1. Principal amount owing as of date of the dispute notice:	\$0.00	\$0.00
2. Contractual rate of interest (if any, specified as an annual rate) Leave this blank if you didn't claim a contractual rate of interest in the Dispute Notice (you will be entitled to interest below, under the Court Order Interest Act).	%	%
3. Interest on principal amount owing up to the date of the dispute notice calculated according to the contractual rate (above, if applicable) or the Court Order Interest Act	\$0.00	\$0.00
4. Interest from the Dispute Notice date to the Default Order date FOR CRT USE ONLY		\$0.00
Total interest order:		\$0.00

I am waiving my claim for interest

I am claiming contractual interest, but the total principal amount and contractual interest amount is more than \$5,000. I am abandoning the amount of my claim over \$5,000.

(The CRT can't make an award of principal and contractual interest that exceeds \$5,000.)

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The applicant is also entitled to post-judgment interest.

TOTAL MONETARY ORDER:

\$4,829.86



CRT Default Decision and Order

The applicant(s) applied for small claims dispute resolution with the Civil Resolution Tribunal (CRT or tribunal) and requested a default decision and order of the tribunal. The following is the CRT's Default Decision and Order.

CRT DECISION

Proof of Notice:

1. A respondent must respond to a Dispute Notice within 14 days of receiving the Dispute Notice, as indicated on the Dispute Response Form or as permitted by the CRT. A respondent served outside of British Columbia has 30 days to respond, instead of 14 days.
2. Based on the proof of notice form submitted by the applicant, I am satisfied that the respondent received the Dispute Notice and did not respond to it by the deadline set out in the CRT's rules.

Jurisdiction:

3. The CRT's small claims jurisdiction is set out under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The applicable CRT rules are those in place at the time the Dispute Notice is issued.
4. The CRT will make a binding decision without the participation of the respondent(s). The CRT will send the parties a copy of the final decision and order.
5. Where permitted under 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 tribunal considers appropriate.

Decision:

6. Liability is assumed in default decisions, and as the respondent(s) have not participated in the dispute, I find in favour of the applicant(s). I order the respondent(s) to pay the

applicant(s) the monetary amounts as set out in the preceding pages. The amount owing is payable immediately.

7. This dispute is about a motor-vehicle accident. The applicant repaired his vehicle and claims \$1,000 as reimbursement for an insurance deductible. I find this amount supported by an August 31, 2018 invoice for collision repairs. It shows the applicant paid \$1,000 out of pocket to have his Tesla Model S fixed. The remaining amounts were paid by ICBC. As this evidence supports the claimed amount, I find the respondents must reimburse the applicant \$1,000 for the insurance deductible.
8. The applicant also claimed \$3,000 for accelerated depreciation of his vehicle. Accelerated depreciation is the loss of market value of a motor vehicle, because it was damaged, regardless of the fact the damage was repaired. The applicant provided a copy of a January 28, 2019 report which says the applicant's vehicle underwent accelerated depreciation of \$3,000 due to the collision and repairs noted above.
9. I find that the claim for accelerated depreciation requires expert evidence as it is beyond common understanding. I am satisfied that the January 2019 report is expert opinion evidence under the CRT's rules. I find its author is qualified based on his stated qualifications, which include certification as an appraiser and 17 years of experience professionally appraising automobiles. I accept the report's conclusions and find the applicant has proven his claim for \$3,000 in accelerated depreciation.
10. The applicant also claims \$630 for obtaining the accelerated depreciation report. I find this amount proven as the applicant provided a copy of the January 28, 2019 invoice for \$630. I also find this amount reasonable given the amount at issue, and find the applicant is entitled to reimbursement of this dispute-related expense. The applicant also claims \$38.85 for reimbursement of fees for a company search, postage, photocopying, and faxing documents. I find these amounts reasonably related to this dispute. On a judgment basis I award the applicant the claimed \$38.85 amount. The applicant also claims \$11.01 in service fees, which I find reasonable.

CRT ORDER

11. In accordance with the CRTA and the CRT'S rules, further to the decision set out above, I order the respondent(s) to to immediately pay the applicant(s) the monetary orders set out

in the preceding pages. The applicant(s) is entitled to interest, as set out in the preceding pages.

12. As set out in 58.1(3) of the CRTA, a party may only enforce this order if the time for making a notice of objection has passed and a Notice of Objection has not been filed. The party in default has no right to make a Notice of Objection, as set out in section 56.1(2.1) of the CRTA.
13. Orders for financial compensation or the return of personal property can be enforced through the Provincial Court of British Columbia, so long as the principal value is within its jurisdiction under the *Small Claims Act* (currently \$35,000). The applicant(s) can enforce this final decision by filing a validated copy of this order in the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.
14. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

Tribunal Member: David Jiang

Tribunal Member Signature: _____