



Civil Resolution Tribunal

Date Issued: June 28, 2021

File: SC-2021-002757

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dorman v. Hrycenko*, 2021 BCCRT 710

B E T W E E N :

STEPHEN DORMAN

APPLICANT

A N D :

SARAH ANN HRYCENKO

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This is a final decision of the Civil Resolution Tribunal (CRT), but it is not a decision on the merits of the applicant's claims. The issue is whether the applicant's claims

should be dismissed as out of time. CRT staff referred this dispute to me for a decision on this issue.

2. The applicant, Stephen Dorman and the respondent, Sarah Ann Hrycenko are both self-represented.
3. For the reasons that follow, I find Mr. Dorman's claims are out of time and dismiss his claims and this dispute. In making this decision, I reviewed the Dispute Notice, the Dispute Response, and the parties' submissions as documented in a Preliminary Issue Tribunal Decision Plan.

JURISDICTION AND PROCEDURE

4. 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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
5. Section 42 of the CRTA says 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.
6. 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.

ISSUE

7. The issue is whether Mr. Dorman is out of time to bring his claims against Ms. Hrycenko.

EVIDENCE AND ANALYSIS

8. Mr. Dorman filed a dispute with the CRT and paid the required fee on April 3, 2021. The Dispute Notice was issued on April 23, 2021.
9. In the Dispute Notice, Mr. Dorman says that Ms. Hrycenko damaged and then abandoned his boat on July 25, 2009. Mr. Dorman claims \$3,500 for the boat damage. Mr. Dorman says he tried to communicate with Ms. Hrycenko for years afterwards, but she never responded to him.
10. In the Dispute Response, Ms. Hrycenko denies damaging Mr. Dorman's boat and says this alleged incident happened "a substantial time ago". She argues his claim is now out of time.

The Limitation Act

11. As noted above, CRT staff identified a potential limitation period issue and asked the parties to provide submissions on whether Mr. Dorman's claims are out of time. The *Limitation Act* applies to disputes before the CRT. A limitation period is a specific time period within which a person may pursue a claim.
12. The current *Limitation Act* came into force on June 1, 2013. Section 30 defines a pre-existing claim to be one based on an act or omission that took place before June 1, 2013. Section 30(2) prevents Mr. Dorman from commencing a proceeding for a pre-existing claim if a former limitation period applied and expired.
13. I find Mr. Dorman's claims are pre-existing claims under the *Limitation Act*. So, I must therefore first consider what former limitation applied and whether it expired. If it did expire, Mr. Dorman's claims are out of time.
14. Under the former *Limitation Act*, section 3(2) says that a cause of action expires 2 years after the date on which the right to bring a claim for property damage first arose. I find that this is the applicable limitation period in this dispute. This means that Mr. Dorman had 2 years to bring his claim after the property damage occurred, unless extended as provided for under the former *Limitation Act*. I find there is no applicable

extension here. Mr. Dorman says he made repeated attempts to contact Ms. Hrycenko to “resolve the damages informally” but she did not respond. However, Ms. Hrycenko’s failure to respond to Mr. Dorman is not a valid basis to extend the limitation period.

15. I find that Mr. Dorman’s cause of action arose when his boat was damaged on July 25, 2009. Neither party provided any submissions or evidence to suggest that the boat damage occurred on a later date, or that Mr. Dorman was not aware of the boat damage until a later date. So, I find Mr. Dorman could have brought his claim earlier and within the limitation period.
16. I find July 25, 2009 is the date Mr. Dorman could first bring his claim for the boat damage, and therefore Mr. Dorman had until July 25, 2011 to start a claim. Mr. Dorman did not bring his claim until April 3, 2021, which is almost twelve years after the boat was damaged, and almost ten years after the limitation period for his claim expired. So, I find Mr. Dorman is out of time to bring the dispute under the former *Limitation Act*. It follows that, under section 30(2) of the current *Limitation Act*, Mr. Dorman’s claims are statute barred.
17. Under section 49 of the CRTA and the CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Dorman was not successful, I dismiss his claim for reimbursement of CRT fees. Ms. Hrycenko did not pay CRT fees or claim expenses.

ORDER

18. I dismiss Mr. Dorman's claims and this dispute.

Leah Volkers, Tribunal Member