



# Civil Resolution Tribunal

Date Issued: August 19, 2021

File: SC-2021-001432

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *DDL D Holdings Inc. v. Eledone Management Inc.*, 2021 BCCRT 911

B E T W E E N :

DDL D HOLDINGS INC.

**APPLICANT**

A N D :

ELEDONE MANAGEMENT INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Roy Ho

## INTRODUCTION

1. This dispute is about insurance premiums. The applicant, DDL D Holdings Inc. (DDL D), purchased from the respondent, Eledone Management Inc. (Eledone), 2 Hino 338 trucks. DDL D says when it traded in its Ford 550 van for the trucks, Eledone

failed to cancel the van's insurance. DDL D claims \$2,376.67 reimbursement for its insurance premiums.

2. Eledone says it was not involved in DDL D's van sale. In any event, it says it is not responsible for cancelling DDL D's van insurance. Eledone asks that this dispute be dismissed.
3. DDL D and Eledone are each represented by their respective business contacts.
4. For the reasons that follow, I dismiss DDL D's claim and this dispute.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.
7. 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.

8. 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**

9. The issue in this dispute is to what extent, if any, Eledone owes DDL D for \$2,376.67 in motor vehicle insurance premiums.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant DDL D must prove its claims on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. It is undisputed DDL D purchased 2 trucks from Eledone through its salesperson, TS. DDL D purchased 1 truck on December 5, 2019 and the other on January 29, 2020.
12. DDL D alleges it had traded in the van when it purchased the trucks, which Eledone denies. It is unclear from the evidence which truck transaction DDL D refers to for the trade in, but I find nothing turns on this given the evidence discussed below.
13. DDL D says that when he traded in the van, TS asked DDL D for a "favour" to leave the van's license plates on. The alleged reason was to keep the van insured for transport for a resale. DDL D says it agreed, and because of this "favour", the van's insurance had not been cancelled resulting in a \$2,376.67 insurance premium charge. DDL D says Eledone was responsible for cancelling the van's insurance, which Eledone denies.
14. DDL D in essence says that Eledone is vicariously liable for its employee TS, who was acting as Eledone's agent. The law of agency says that when an agent, like TS, acts with actual or presumed authority on behalf of a disclosed principal, like Eledone, the principal can be sued on the contract. However, while I find an agency relationship

exists between TS and Eledone, I find that DDL D's claim must fail for the reasons that follow.

15. First, I find that the van had not been traded in to Eledone. Eledone submitted into evidence the trucks' purchase agreements signed by the parties. Both purchase agreements do not show a trade in for the transactions. In addition, Eledone submitted into evidence a statement from TS and a statement from JS, the van's purchaser. Both statements state that the van sale was a private sale unrelated to Eledone. This is also supported by the van's transfer paper submitted into evidence, which shows that JS purchased the van directly from DDL D on January 29, 2020. I accept TS' and JS' statements. While it is undisputed that JS picked-up the van at Eledone's place of business, this does not make Eledone a party to the van's sale contract. I find that Eledone was not a party to the van's sale and cannot be held liable for a transaction it had not been a party to.
16. Second, TS denies that he was asked by DDL D to keep its van's license plates. On balance, I accept this. Eledone submitted JS's insurance papers into evidence showing that JS had insured the van on the same day of the transfer. In JS's statement, he stated he purchased the insurance at the broker across the street from Eledone's place of business, which I accept. In such a circumstance, I find it unlikely that the van had to be kept insured by DDL D for transport as alleged.
17. In addition, I find it unproven that TS made an agreement with DDL D to use the plates. DDL D submitted into evidence a text message conversation with TS, but I find there was nothing explicit or implicit in that conversation that would have suggested TS asked DDL D for the "favour" as alleged. For these reasons, I find that TS did not make the alleged agreement with DDL D. Therefore, I find there is no basis to hold Eledone vicariously liable for something that TS did not do.
18. Third, I find that DDL D was responsible to cancel its own policy. I agree with Eledone that it is the policyholder's responsibility, here DDL D, to cancel the insurance, and that Eledone does not have the power nor authority to cancel the policy on DDL D's

behalf. In such a circumstance, I am unable to conclude that Eledone should be held liable for DDL D's own negligence.

19. For the above reasons, I dismiss DDL D's claim and this dispute.

20. 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. DDL D was unsuccessful and so I dismiss its claim for reimbursement of CRT fees. Eledone was successful and did not pay CRT fees. Neither party claimed dispute-related expenses.

## **ORDER**

21. I dismiss DDL D's claims and this dispute.

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Roy Ho, Tribunal Member