



Civil Resolution Tribunal

Date Issued: September 29, 2021

File: SC-2021-003156

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Peyst v. Canuck Towing & Services Ltd.*, 2021 BCCRT 1047

B E T W E E N :

MARK PEYST

APPLICANT

A N D :

CANUCK TOWING & SERVICES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about responsibility for damage done to an imported car's electrical system. The applicant, Mark Peyst, says he hired the respondent, Canuck Towing & Services Ltd. (Canuck), to tow his car from a shipping terminal to an auto carrier. Mr. Peyst says Canuck damaged the car when it boosted the car battery with incorrectly

reversed cables. He seeks \$520.25 as reimbursement for repair and towing costs that I break down below.

2. Canuck denies damaging the car or being otherwise liable.
3. Mr. Peyst represents himself. An employee or principal represents Canuck.
4. For the reasons that follow, I dismiss Mr. Peyst's claims.

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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
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 whether Canuck damaged Mr. Peyst's car and whether any remedies are appropriate.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Peyst must prove his 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. I begin with the undisputed background facts. Mr. Peyst hired Canuck to transport his car from an automobile shipping terminal in Delta to an overland auto carrier (carrier) in Richmond, BC. The parties did not provide a copy of their agreement. Mr. Peyst intended for the carrier to transport the car to another province.
12. On April 8, 2021, Canuck went to the shipping terminal to drive Mr. Peyst's car to the carrier. The car failed to start. Canuck tried boosting the battery without success. Canuck then towed the car to the carrier. The carrier had a policy that it would only take drivable cars, so it refused delivery. Canuck advised Mr. Peyst of the situation. He asked Canuck to store the car at its storage yard.
13. On April 9, 2021, Canuck towed the car to a repair shop at Mr. Peyst's request. Canuck charged Mr. Peyst \$139.10 to do so. The mechanic then charged Mr. Peyst \$255.15 to check the battery and replace a blow fuse. Once repaired, Mr. Peyst paid another company \$126 to move the car back to the carrier. Mr. Peyst claims reimbursement for these costs, which total the claimed amount of \$520.25.

Did Canuck damage Mr. Peyst car?

14. Mr. Peyst says Canuck damaged his car by boosting the battery with the cables incorrectly reversed. Canucks admits it tried boosting the battery. However, I find it unproven that this damaged the car.

15. The repair shop's invoice only says that its mechanic replaced a blown fuse. I find the causes of blown car battery fuses are not within ordinary knowledge. The invoice provides no explanation for it. Mr. Peyst did not provide a statement from the mechanic explaining the cause of the damage.
16. I acknowledge Mr. Peyst's submission that the mechanic told him reversed boosting cables was to blame. The CRT has discretion to admit evidence that would not be admissible in court proceedings, including hearsay such as this. However, I find it inappropriate to do so here. The mechanic's statement is key evidence and is only summarized in Mr. Peyst's submission with little corroboration.
17. For those reasons, I find it unproven that Canuck caused any car damage. Given that, I also find it unproven that Canuck is responsible for reimbursing repair or towing costs. I dismiss Mr. Peyst's claims.
18. 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.
19. Canuck paid no CRT fees and claimed no dispute related expenses. So, I do not order any. I dismiss Mr. Peyst's claims for reimbursement.

ORDER

20. I dismiss Mr. Peyst's claims and this dispute.

David Jiang, Tribunal Member