



# Civil Resolution Tribunal

Date Issued: March 7, 2022

File: SC-2021-006401

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Law v. Okanagan Wash Zone Corporation*,  
2022 BCCRT 243

BETWEEN:

YEE LING LAW

**APPLICANT**

AND:

OKANAGAN WASH ZONE CORPORATION

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Trisha Apland

## INTRODUCTION

1. The applicant, Yee Ling Law, alleges that her car's paint was damaged by the respondent, Okanagan Wash Zone Corporation (OWZ), during a carwash. She seeks a total of \$5,000 in damages to repair the paint (\$1,640.29), refund the carwash (\$25.21), and compensate her for alleged mental suffering (\$3,334.50).

2. OWZ denies that it damaged the paint on Miss Law's car or that she suffered the claimed damages and asks that I dismiss this claim.
3. Miss Law is self-represented and OWZ is represented by a business owner or employee.
4. For the reason that follow, I dismiss Miss Law's claims against OWZ.

## **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 some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. 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 decided to 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.
9. As a preliminary matter, Miss Law requested to disclose the parties' email correspondence during the CRT's negotiation and facilitation stage, which OWZ consented to disclosing. As neither party claimed privilege over the emails and both parties disclosed the same emails, I find there is no issue. So, I have admitted the emails into evidence and have considered them in my analysis below.

## **ISSUES**

10. The issues in this dispute are:
  - a. Did OWZ damage Miss Law's car?
  - b. If so, to what extent if any, is Miss Law entitled to the claimed damages?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicant, Miss Law must prove her claims on a balance of probabilities (which means "more likely than not"). 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.
12. OWZ's automatic carwash is located at a "Husky" gas station. On August 14, 2021, Miss Law stopped at Husky for a car wash. As shown in the receipt, she paid \$25.21 for gas, a drink, and a car wash. While Miss Law claims \$25.21 as a refund, the car wash portion was \$10.50.
13. The parties agree that an OWZ employee sprayed Miss Law's car with a pressure wash wand to "facilitate" the carwash before it went through the automatic carwash. Miss Law says that 15 minutes after she left the carwash station, she noticed a patch of damaged and peeled paint. She submitted photographs of her car showing a

couple of small spots where the paint is peeled off on the right rear panel of her car. Miss Law alleges the metal portion of OWZ's wand must have hit her car and caused this paint damage. As Miss Law does not say that she saw the wand hit her car, I find she did not see it happen. She also submitted no witness statements about it and OWZ says none of its employees who worked on August 14, 2021 recall anything about an incident.

14. Miss Law undisputedly never reported the incident to OWZ and did not bring her car back to OWZ after she allegedly noticed the damage. She says she did not return with her car because it was 15 minutes away. Instead, Miss Law says she decided to start this CRT dispute 3 days later, on August 17, 2021. I do not accept that if Miss Law believed OWZ's employee damaged her car that she would not have taken the small amount of time necessary to return to OWZ's carwash station or to contact OWZ to report the incident. As I discuss further below, I find she has not proven that OWZ damaged her car.
15. Miss Law says that during the carwash OWZ's cashier "J" kept looking at her car and she believes that J must have noticed the damage. She says she asked J on October 25, 2021 for a statement about it but J said they could not remember anything. Miss Law says it is unreasonable for J to forget something that happened only "2 weeks" prior and they should have written a report for OWZ about it. She alleges J is obviously "telling lies" and in "contempt of court". I note the alleged incident date is over 70 days prior to her asking J for a statement.
16. As the CRT is not a court, it is not empowered under the CRTA to hold a party or a party's employee "in contempt" and so, I will not address her "contempt" allegations further.
17. I find Miss Law is purely speculating about what J might have been looking at on August 14, 2021. The reason J may not have remembered anything or written a report is because nothing unusual, such as a carwash incident, happened on that day.

18. It is undisputed that Miss Law brought her car to “Fix Auto Vernon Central” (Fix Auto) on about September 7, 2021. She claims reimbursement of the full \$1,640.29 Fix Auto invoice from OWZ for the alleged carwash incident. According to Fix Auto’s September 13, 2021 invoice it “refinished” the right and left quarter panels and repaired the front and rear bumpers, the left and right metal rocker panels, and the tail gate assembly. So, I find Miss Law sent her car to Fix Auto for extensive body work, which she does not squarely address. As OWZ points out, the submitted CarFax report shows a history of collisions and given the body repairs, I find the repaired damage was likely caused by something other than a carwash wand. Again, there is no direct evidence that her car was hit by a wand or otherwise damaged by OWZ. Even if it was, I find OWZ would not be responsible for other bodywork repairs.
19. Miss Law’s submitted photographs of the alleged wand damage have no time or date stamp proving they were taken immediately after the carwash. There are also no photographs of the car’s paint taken prior to the alleged incident. So, I find Miss Law’s photographs do not prove the damage happened on August 14, 2021 or that it was caused by OWZ.
20. I acknowledge Miss Law submitted an October 5, 2021 statement from Fix Auto’s manager that states the photographed paint damage was likely caused by a power washer wand. However, in Miss Law’s email to Fix Auto she had embedded the undated photographs and told the manager exactly what she wanted them to say in their statement about the paint damage. She expressly asked them to state that the car’s paint was damaged by an OWZ employee hitting it with a power washer wand. These facts are not proven and so I find the manager’s opinion is based on inaccurate assumptions and I put no weight on this statement.
21. Further, the Fix Auto manager’s statement made no mention of Fix Auto’s September 2021 repair when their shop refinished the same quarter panel. They also attached a new quote to fix the photographed paint damage. I find they likely included a new quote because the claimed paint damage was not present or repaired by Fix Auto in September nor caused by OWZ in August.

22. Miss Law relies on an email that OWZ sent during the CRT’s facilitation period where its representative offered her their “apologies”. Miss Law says OWZ’s apology is an admission of fault, which OWZ adamantly denies.
23. On my review of the parties’ correspondence, I find OWZ never admitted fault and its representative only offered a very general apology in the context of facilitating dispute resolution. The *Apology Act*, which applies to the CRT, says that an apology cannot be considered in any determination of fault or liability. So, I cannot infer or conclude an admission of fault from OWZ’s apology either: see the non-binding but persuasive discussion in *Schnipper v. Nadeau, 2022 BCCRT 173* starting at paragraph 34.
24. As mentioned, Miss Law carries the burden to prove on a balance of probabilities that OWZ damaged her car, and I find she has not met that burden. So, I find she is not entitled to the claimed damages and I dismiss her claim.
25. 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. As neither party paid any CRT fees nor claimed any specific dispute-related expenses, I have awarded none.

## **ORDER**

26. I dismiss Miss Law’s claims and this dispute.

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Trisha Apland, Tribunal Member