



# Civil Resolution Tribunal

Date Issued: July 12, 2022

File: SC-2021-008781

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Aujla v. Black Top Cabs Ltd.*, 2022 BCCRT 796

BETWEEN:

MANKEERAT AUJLA

**APPLICANT**

AND:

BLACK TOP CABS LTD. and BEACH PLACE VENTURES LTD.

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Richard McAndrew

## INTRODUCTION

1. This dispute is about taxicab contractual expenses and the distribution of fares. The applicant, Mankeerat Aujla drove a taxicab associated with a taxicab business operated by the respondents, Black Top Cabs Ltd. and Beach Place Ventures Ltd. The applicant claims that the respondents improperly deducted mortgage expenses,

taxi association fees, security camera charges, Wi-Fi charges and meter bill charges totaling \$3,292.83, from his taxicab account. The applicant also claims a \$250 security deposit refund. In the Dispute Notice, the applicant also claimed \$750 for unpaid taxicab fares. However, the applicant reduced this claim to \$665.90 in his submissions.

2. The respondents deny the applicant's claims. They say that each of the expenses were properly deducted and they paid the applicant all of his earned fares. The respondents deny holding a security deposit. The respondents also argue that all of the applicant's claims are barred by the *Limitation Act* (LA).
3. The applicant is self-represented. The respondents are represented by principals or employees.

## **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 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.

6. 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.
7. 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Is this dispute barred by the LA?
  - b. Must the respondents pay the applicant \$3,292.83 for reimbursement of expense charges?
  - c. Must the respondents pay the applicant \$250 for a security deposit refund?
  - d. Do the respondents owe the applicant \$665.90 for unpaid taxicab fares?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities, which means “more likely than not.” I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
10. It is undisputed that the applicant drove a taxicab with the respondents’ business from 2015 to 2017. The applicant says that the respondents operated this business together with the same staff, at the same business location.

11. The evidence is that the applicant leased the taxicab from its owner, who is not a party in this dispute. The respondents were responsible for processing the applicant's fares and distributing these proceeds to the applicant, after deducting expenses. The applicant provided monthly taxicab account statements showing the respondents' distribution of fares and expenses to the applicant.

### ***Limitation period***

12. The LA applies to the CRT. The LA sets out limitation periods, which are specific time limits for pursuing claims. If the time limit expires, the right to bring the claim disappears, and the claim must be dismissed. Section 6 of the LA says that the basic limitation period is 2 years, and that a claim may not be started more than 2 years after the day on which it is "discovered." Though the applicant says that a 6-year limitation period applies, I find that the 2-year limitation period under section 6 of the LA applies to this dispute.

13. Section 8 of the LA says a claim is "discovered" on the first day that the person knew or reasonably ought to have known that the loss had occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate means to seek to remedy the loss.

14. The applicant submitted his application for dispute resolution to the CRT on November 17, 2021, which stopped the limitation period. This means that if any of the applicant's claims arose before November 17, 2019, he filed this dispute too late and it is out of time for those claims. I will consider the applicant's claims separately.

### ***Are the applicant's expense charge claims barred by the LA?***

15. The applicant claims that the respondents improperly charged his taxicab account for mortgage expenses, taxi association fees, security camera charges, Wi-Fi charges and meter bill charges. The applicant provided statements issued between September 1, 2015 and July 31, 2017 showing the alleged charges.

16. The respondents say that the applicant was aware of each of these charges when he received the monthly statements between 2015 and 2017. Since the applicant does not dispute receiving the statements, I find that the applicant received the respondents' statements as they were issued. So, I find that the applicant was aware of all of the disputed charges by July 31, 2017.
17. However, the applicant says that he only discovered that the expenses were improperly charged to his account in 2019. Specifically, the applicant says that he spoke with L, the respondents' accountant during the week of November 25, 2019, though he does not say the specific date this conversation allegedly occurred. The applicant says that L told him that the disputed expenses were not operating costs so the respondents should not have charged these amounts to his taxicab account.
18. The applicant's summary of L's statements is hearsay evidence. While hearsay evidence can be admissible in CRT proceedings, I find the issue of whether these expenses were appropriately deducted is central to this claim. In the absence of an explanation for not providing a statement from L, I put no weight on this hearsay evidence.
19. Further, the applicant has not explained why he was not immediately aware of the alleged expense deduction errors when he originally received the statements. On balance, I find that the applicant has not established that his discovery of this claim was delayed. Rather, I find that he discovered his claim relating to the expense charges as he received each of the respondents' statements, between 2015 and 2017. So, I find that the 2-year limitation period for this claim expired before the applicant applied for dispute resolution on November 17, 2021.
20. For the above reasons, I find that the applicant's claim for reimbursement of expenses is barred by the LA. So, I dismiss this claim.

***Is the applicant's claim for a security deposit refund barred by the LA?***

21. The applicant claims a \$250 security deposit refund. The respondents deny holding the security deposit and they say that this claim is barred by the LA. The respondents say that the applicant discovered his security deposit refund claim when he stopped operating the taxicab on January 3, 2018 without receiving the refund.
22. However, the applicant argues that he did not discover his claim until July 2021. He says that he did not have a security deposit receipt when he left the business, which he thought was needed to get a security deposit refund. The applicant says that he later discovered that a receipt was not needed for a security deposit refund when he read the BC Human Rights Tribunal decision in *Gebresadik v. Black Top Cabs*, 2017 BCHRT 278 in July 2021.
23. I find that nothing turns on the applicant's reading of this decision in July 2021. I say this because the applicant does not dispute knowing that the respondents allegedly owed him a security deposit refund when he left the business on January 3, 2018. As such, I find that the applicant discovered his security deposit claim at that time, regardless of whether he believed that he possessed sufficient evidence to succeed in his claim. So, I find that the 2-year limitation period for this claim started on January 3, 2018 and expired before the applicant applied for dispute resolution on November 17, 2021.
24. For the above reasons, I find that the applicant's claim for a security deposit refund is barred by the LA. So, I dismiss this claim.

***Unpaid fares***

25. The applicant claims that the respondents owe \$665.90 for unpaid fares, which he says he did not discover until the week of November 25, 2019 when he allegedly spoke with the respondents' employee, A. The applicant says that A allegedly told him that some of his fares had been paid to other taxicab operators.

26. However, the respondents argue that the applicant was aware of his claim for unpaid fares earlier. In support, the respondents refer to the applicant's November 20, 2019 email sent to M, the respondents' employee. In this email, the applicant demanded payment of unpaid charges and he wrote that he had "submitted these charges to the office many times, and have even met regarding these unpaid charges." Also, the applicant sent the respondents' manager a November 20, 2019 email demanding payment of unpaid fares. The applicant wrote that many of his fares had not been credited to his account and that he had complained to the respondents' management many times unsuccessfully. Further, the applicant wrote that the previous manager disliked him but he wants to now resolve this since the previous manager is gone.
27. Based on the applicant's November 20, 2019 emails, I find that the applicant was aware of his claim for unpaid fares before November 17, 2019. I reach this conclusion because his November 20, 2019 emails refer to many complaints, which I infer and find would have likely taken place over a longer period of time than 3 days. So, I find that the applicant discovered this claim for unpaid fares before November 17, 2019. Further, I find that the applicant's attempts to negotiate a resolution did not postpone the limitation period (see: *Arbutus Environmental Services Ltd. v. South Island Aggregates Ltds.*, 2017 BCSC 1).
28. Based on the above, I find that the 2-year limitation period had expired before the applicant started this dispute. So, I dismiss the applicant's claim for unpaid fares.
29. For the above reasons, I dismiss the applicant's claims.

### ***CRT fees and expenses***

30. 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. Since the applicant was not successful, I find that he is not entitled to reimbursement of his CRT fees. The respondents did not pay CRT fees and no party claimed reimbursement of dispute-related expenses

## **ORDER**

31. I dismiss the applicant's claims and this dispute.

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Richard McAndrew, Tribunal Member