



# Civil Resolution Tribunal

Date Issued: July 20, 2022

File: SC-2021-009459

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Johnston v. 0925322 BC Ltd. dba Old Island Pest Control*, 2022 BCCRT  
826

B E T W E E N :

GRAYSON JOHNSTON

**APPLICANT**

A N D :

0925322 BC LTD. DBA OLD ISLAND PEST CONTROL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Nav Shukla

## INTRODUCTION

1. This is a small claims dispute about a damaged duvet. The applicant, Grayson Johnston, says the respondent, 0925322 BC Ltd. dba Old Island Pest Control (Old Island) treated his apartment for ants on November 26, 2021. He says that while undertaking this work, Old Island's employee left ant bait all over his apartment,

including his duvet, dresser and floor. Mr. Johnston claims \$200.48 for the allegedly damaged duvet. Old Island denies that its employee caused any damage.

2. Mr. Johnston represents himself in this dispute. Old Island is represented by one of its owners.

## **JURISDICTION AND PROCEDURE**

3. 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.
4. 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.
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 in this dispute is whether Old Island is responsible for the alleged damage to Mr. Johnston's duvet. If so, what amount does Old Island owe Mr. Johnston for the damage, if any?

## **EVIDENCE AND ANALYSIS**

8. In a civil proceeding like this one, the applicant, Mr. Johnston must prove his claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submitted evidence and argument but refer only to what I find relevant to provide context for my decision.
9. It is undisputed that Old Island's employee, CO, attended Mr. Johnston's apartment on November 26, 2021 to address an issue he was having with ants in his bedroom. It is also undisputed that Mr. Johnston was not home while CO did this work.
10. Old Island's evidence includes a January 4, 2022 written statement from CO. Mr. Johnston takes issue with CO's statement and says it is inadmissible because CO no longer works for Old Island and that Old Island may have given CO an incentive to provide the statement. I find these allegations are speculative. The evidence does not establish that there is any reason for me to question CO's credibility or the truthfulness of CO's statement. So, I find the statement is admissible. In this statement, CO said that they placed bait stations and used a syringe injection method to place bait around the baseboards and heater in Mr. Johnston's bedroom. CO said that they did not climb on or place any bait on the bed itself.
11. Mr. Johnston says that at one point in time, Old Island told him that it was going to make a deduction to CO's pay for the damage, but then retracted this statement and has since denied any wrongdoing. However, there is no objective evidence before me that proves Old Island accepted liability at any point in time. As mentioned, Old Island denies that it is responsible for the alleged damage.

12. Mr. Johnston's evidence includes pictures of a duvet showing some stains. I note that in his Dispute Notice and submissions, Mr. Johnston refers to the damaged item as a "duvet cover", however, based on the evidence before me, I find that it is the duvet itself that Mr. Johnston says was damaged. The pictures also show some sort of liquid drops on the apartment's floor. In both instances, I find the alleged damage to be relatively minor except for one stain on the duvet that I find is more noticeable.
13. The evidence does not show when these pictures were taken, though I infer from Mr. Johnston's submissions that they were taken after CO placed the ant bait in Mr. Johnston's bedroom. Mr. Johnston says that when he left his apartment the morning of November 26, 2021, his duvet and floor were clean and undamaged. However, there is no evidence before me that shows what the duvet and floor looked like prior to CO's attendance at the apartment. Without such evidence, I find it is just as likely that the duvet and floor were damaged prior to CO undertaking the ant treatment work. As mentioned above, the burden is on Mr. Johnston to prove that it is more likely than not that Old Island caused the alleged damage. Here, I find that he has failed to do so.
14. In any event, even if I had found that Old Island was responsible for the damage, Mr. Johnston has not explained why the stains on the duvet made it unusable, requiring him to purchase a replacement. For example, there is no evidence that the stains could not be washed out. For those reasons, I dismiss Mr. Johnston's claims and this dispute.
15. 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 Mr. Johnston was unsuccessful, I dismiss his claim for reimbursement of CRT fees. Mr. Johnston did not claim any dispute-related expenses. Old Island did not pay any CRT fees or claim any dispute-related expenses, so I order no reimbursement.

## **ORDER**

16. I dismiss Mr. Johnston's claims and this dispute.

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Nav Shukla, Tribunal Member