



# Civil Resolution Tribunal

Date Issued: October 28, 2022

File: SC-2022-001416

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chahal v. Blacklab computers Ltd.*, 2022 BCCRT 1186

BETWEEN:

GIA CHAHAL

**APPLICANT**

AND:

BLACKLAB COMPUTERS LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

David Jiang

## INTRODUCTION

1. This dispute is about a broken laptop. The applicant, Gia Chahal, says she left the laptop with the respondent, Blacklab Computers Ltd. (Blacklab), for repairs. Ms. Chahal says the respondent failed to fix the laptop, scratched it, and left it disassembled. She claims \$800 as compensation.

2. Blacklab denies liability. It says it disassembled the laptop into 3 parts but could not complete repairs or reassemble it because no replacement parts were available. It denies causing scratching the laptop.
3. Ms. Chahal represents herself. An employee or principal represents Blacklab.
4. For the reasons that follow, I find Ms. Chahal has proven part of her claim.

## **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. Some of the evidence in this dispute amounts to a "she said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

7. 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.
8. 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.
9. 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**

10. The issue in this dispute are whether Blacklab is responsible for damaging the laptop, and whether any remedies are appropriate.

## **BACKGROUND, EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Ms. Chahal as the applicant must prove her claims on a balance of probabilities. This means more likely than not. However, the law of bailment imposes a reverse onus on Blacklab, as discussed below. 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. I note that Blacklab did not provide any evidence though CRT staff gave it the opportunity to do so.
12. I begin with the undisputed background. In October 2021 Ms. Chahal brought her laptop to Blacklab. It had a damaged screen and broken right hinge at the time. It was not in the 3 parts that I discuss below. Blacklab's employee, K, quoted about \$400 to replace the screen and hinge. K also expected repairs to take 2 to 3 weeks.

13. Blacklab says Ms. Chahal signed a work order stating that Blacklab was not responsible for any damage while the laptop was in its possession. However, Blacklab did not submit in evidence a copy of the work order, so I find this unproven. Neither party provided any evidence of a written agreement, so I find the parties proceeded informally and without a written contract.
14. As shown in a phone log, Ms. Chahal subsequently called Blacklab several times to follow up, from October to December 2021. The parties agree that Blacklab advised Ms. Chahal that Blacklab could not find replacement parts because of supply chain issues caused by COVID-19. Eventually, Ms. Chahal decided to have a family member pick up the laptop unrepaired. I infer this happened around December 2021 as Ms. Chahal's calls to Blacklab ended that month.
15. It is undisputed that Blacklab disassembled the laptop into 3 parts and returned it to Ms. Chahal's family member still disassembled. The screen and right hinge were left unrepaired. The parties disagree on whether Blacklab scratched the laptop or caused any other damage. Blacklab did not charge Ms. Chahal for any work.

***Is Blacklab responsible for damaging the laptop?***

16. I find that the law of bailment applies. A bailment is a temporary transfer of property, where the personal property of one person, a "bailor", is handed over to another person, a "bailee". A bailment situation may arise where, as is the case here, the bailor temporarily provides goods to the bailee to carry out work. As noted in *Davis v. Henry Birk & Sons Ltd.*, 1982 CanLII 490 (BCCA) at paragraph 3, the law of bailment applies to a wide range of commercial activities, including the repair of goods. The bailee is obligated to take reasonable care of the goods and return them once the work is completed without further damage. See *Cahoon v. Isfeld Ford*, 2009 BCPC 334 at paragraphs 10 to 12.
17. Normally in civil cases the applicant bears the burden to prove the respondent's liability. However, where property is damaged while in the bailee's possession, there is a presumption the bailee was negligent. The bailee must then rebut the

presumption in order to avoid liability. This is because the bailee is in the best position to explain what actually happened to the goods. See *Cahoon* at paragraph 12.

18. A bailment can exist independently of a contract, but I find in this dispute that both a bailment and contractual relationship existed between the parties. This is because Ms. Chahal expressly hired Blacklab to repair the laptop. I find that Blacklab was the bailee and had an obligation to take reasonable care of the laptop. I find that Blacklab bears the burden to show it was not negligent.
19. As noted earlier, Blacklab provided no evidence in this dispute. It says it uses foam pads when working on laptops so it could not have caused the scratches. However, Blacklab did not support this submission with evidence, such as photos of the pads or written statements from its employees. In contrast, Ms. Chahal provided photos showing the laptop in 3 parts with various scratches on its casing. On balance, I find the laptop was unscratched or minimally scratched before Ms. Chahal delivered it to Blacklab. I find that Blacklab has failed to explain itself and is liable for the cost of reassembling the laptop and any loss resulting from the scratches.
20. That said, I find the primary difficulty with Ms. Chahal's claim is assessing damages. She claims \$800 but the evidence does not support this amount. As stated earlier, Blacklab did not charge Ms. Chahal for any work done. I note that Ms. Chahal says that her laptop is worth \$1,344.89, but her September 2020 receipt does not specify a price. In any event, I find nothing turns on this because I find the appropriate measure of damages is the cost of reassembling the laptop and repairing the scratches.
21. Ms. Chahal provided a July 21, 2022 email from another repair company, Guru RepairLab (Guru). Guru wrote that it put the laptop back together and successfully turned it on. It charged \$39.20 to reassemble the laptop and diagnose its issues. I find this expense was necessary as Guru presumably had to 1) ensure that the laptop still worked after Blacklab disassembled it, 2) test the screen to verify that it had to be replaced. I therefore order Blacklab to reimburse Ms. Chahal this amount.

22. This leaves only the scratches. There is no quote in evidence for fixing the scratches or for replacing the casing. Given the lack of evidence, on a judgment basis, I find Blacklab should pay Ms. Chahal \$50 as damages. The total amount payable is \$89.20.
23. Ms. Chahal waived any claim for prejudgment interest, so I do not order any.
24. 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. Ms. Chahal did not pay any CRT fees and the parties did not claim for any specific dispute-related expenses. So, I decline to order any reimbursement.

## **ORDERS**

25. Within 30 days of the date of this order, I order Blacklab to pay Ms. Chahal a total of \$89.20 as damages.
26. Ms. Chahal is entitled to post-judgment interest, as applicable.
27. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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David Jiang, Tribunal Member