



Civil Resolution Tribunal

Date Issued: December 8, 2022

File: SC-2022-003230

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Marigold Trucking Ltd. v. Gill*, 2022 BCCRT 1320

BETWEEN:

MARIGOLD TRUCKING LTD.

APPLICANT

AND:

GURPREET SINGH GILL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about compensation for damage to a commercial truck. The applicant, Marigold Trucking Ltd., says its driver, the respondent Gurpreet Singh Gill, damaged one of its dump trucks. The applicant claims \$4,885 in compensation for the damage.
2. The respondent denies owing the applicant any money, as discussed below.
3. The applicant is represented by an employee or principal. The respondent is self-represented.

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). CRTA section 2 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.
6. CRTA section 42 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.

8. I note the respondent says in their submissions that the applicant owes them wages. The respondent provided no details other than referring to a complaint to “the labour court”. The respondent did not file a counterclaim. Given all this, I make no findings about any wages and my decision below solely addresses the applicant’s \$4,885 claim.

ISSUE

9. The issue in this dispute is whether the respondent owes the applicant \$4,885 for truck damage.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision. I note the applicant chose not to submit any final reply submissions despite having the opportunity to do so.
11. The undisputed evidence is that the respondent worked for the applicant as a commercial truck driver. On the limited evidence before me, I cannot tell if the respondent was an independent contractor or the applicant’s employee. Given my conclusion below dismissing the applicant’s claim, nothing turns on it.
12. The applicant says the respondent drove for the applicant from the end of March 2021 to the third week of May 2021. I accept this evidence because the respondent did not dispute it.
13. The applicant submitted a May 21, 2021 “Vehicle Inspection Report/Notice and Order” (Order). In it, the applicant’s 2020 Peterbilt dump truck was ordered “out of service” because the respondent driver was impaired and because the truck’s “axle 1 right tire has cords exposed in tread.” The Order specified that the truck must

promptly undergo a complete vehicle inspection at a designated facility. The respondent does not dispute the 24-hour prohibition, so I accept it.

14. In this dispute, the applicant says the respondent broke its truck's "reach", which the applicant says it discovered after the police ticketed the respondent and the truck was impounded. There is nothing in the Order that describes a "reach" although it does refer to a "drawbar previously bent and repaired ... still has bend". I do not know if this "drawbar" is the "reach" in question. However, even if it is the same thing the Order does not support the applicant's claim that the respondent broke it. The respondent denies breaking the "reach" and says they told the applicant before the impoundment that the "reach" was already broken. As noted, the applicant chose not to provide any final reply submissions.
15. The difficulties for the applicant are as follows. First, it submitted no evidence that the truck's "reach" was in fact damaged or that it was the respondent who damaged it. There are no witness statements, no evidence as to when the respondent used the truck and if or when others drove it. There is no mechanical report nor any photos describing the alleged "reach" damage. The respondent's only submitted documentary evidence is a photo of the back of what I infer is the truck. However, I cannot discern anything from this photo.
16. Second, as noted above, the Order impounded the car for 2 reasons, the respondent's 24-hour driving prohibition and the exposed tire treads. There is no evidence or argument that the respondent is responsible for those exposed tire treads. So, to the extent the applicant claims it, I find no evidence the respondent is responsible for the truck's impoundment. In other words, the evidence before me indicates the truck would have been impounded despite the respondent's impairment, for the exposed tire treads.
17. Third, and most importantly, while the applicant claims \$4,885 in damages, it submitted no supporting documentary evidence, such as a repair quote or invoice. There are no photos of the alleged damage. Parties are told during the CRT process

to submit all relevant evidence. There is no explanation here for the absence of the necessary evidence required to prove the applicant's claim.

18. Given my conclusions above, I dismiss the applicant's claim.

19. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As the applicant was unsuccessful I dismiss its claim for reimbursement of CRT fees. The respondent did not pay CRT fees and does not claim any dispute-related expenses.

ORDER

20. I dismiss the applicant's claim and this dispute.

Shelley Lopez, Vice Chair