



Civil Resolution Tribunal

Date Issued: June 5, 2023

File: SC-2022-004018

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yapman v. Third Estates Ltd.*, 2023 BCCRT 472

BETWEEN:

MEHMET YAPMAN

APPLICANT

AND:

THIRD ESTATES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This small claims dispute is about vehicle damage. The applicant, Mehmet Yapman, says his brand new Tesla was damaged by driving over an allegedly loose drain cover on property undisputedly owned by the respondent, Third Estates Ltd. (Third Estates). Mr. Mehmet seeks \$5,000, including \$3,500 for vehicle repairs, \$500 as a

refund for his insurance deductible, and \$1,000 in gas for having to drive a gas rental vehicle instead of using his EV.

2. Third Estates denies any issue with the drain cover and says Mr. Mehmet drove on its property at his own risk. It denies owing Mr. Mehmet any money.
3. Mr. Mehmet represents himself. Third Estates is represented by a business contact.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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 that 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.

ISSUE

8. The issue in this dispute is whether Third Estates is responsible for Mr. Mehmet's vehicle damage and, if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Mehmet must prove his claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision. I note Third Estates did not provide any documentary evidence or submissions apart from its Dispute Response, despite the opportunity to do so.
10. Mr. Mehmet says that on August 4, 2021 he was dropping off a family member at their residence on property owned by Third Estates. Mr. Mehmet says he drove over a loose drain cover which caused damaged to the undercarriage of his new Tesla.
11. Mr. Mehmet provided a Claims and Insurance History report from his insurer, Insurance Corporation of British Columbia (ICBC), which shows ICBC paid \$3,366.48 to repair Mr. Mehmet's vehicle.
12. As noted, Mr. Mehmet claims \$3,500 for vehicle repairs, \$500 for his paid insurance deductible, and \$1,000 for gas while he was unable to use his EV. The problem for Mr. Mehmet is that he provided no documentary evidence in support of his claimed damages.
13. First, the evidence is that ICBC undisputedly paid for Mr. Mehmet's vehicle damage, less his applicable deductible. So, I find Mr. Mehmet has not suffered a loss for the \$3,366.48. Although Mr. Mehmet says he paid a \$500 deductible, he provided no evidence of paying this amount, such as his insurance policy showing the applicable deductible or any invoice from a repair shop showing he paid a deductible.

14. Next, although Mr. Mehmet says he incurred \$1,000 in gas expenses while his vehicle was being repaired, he again did not submit any documentary evidence in support. He did not provide any receipts showing he purchased gas, nor did he provide any evidence or submissions about how long he was required to use a gas vehicle while his EV was being repaired.
15. Finally, to the extent Mr. Mehmet argues his vehicle is less valuable now that it has an insurance claim on it, I find he has not provided any evidence about the alleged decrease in value.
16. Given the above, I find Mr. Mehmet has not proven he is entitled to any compensation as a result of the vehicle's damage. Therefore, I find I do not need to consider whether Third Estates is legally responsible for the vehicle damage.
17. I dismiss Mr. Mehmet's claims.
18. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Mr. Mehmet was unsuccessful, so I dismiss his claim for reimbursement of tribunal fees. Third Estates did not pay any tribunal fees and neither party claimed dispute-related expenses.

ORDER

19. Mr. Mehmet's claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair