



Civil Resolution Tribunal

Date Issued: February 21, 2024

File: SC-2023-004039

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rehill v. Lonestar Construction Ltd.*, 2024 BCCRT 167

BETWEEN:

JULIA REHILL

APPLICANT

AND:

LONESTAR CONSTRUCTION LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about an allegedly damaged tanning bed and stolen ladder. The applicant, Julia Rehill, says the respondent, Lonestar Construction Ltd. (Lonestar), damaged her tanning bed when it performed renovations in her rented apartment. She also says Lonestar took her stepladder and refused to replace it. She claims a total of \$908.48, including \$573.49 for tanning bed parts, \$60 for a technician to repair it, and \$274.99 for a new stepladder.

2. Lonestar denies damaging the tanning bed or taking a stepladder. It asks that I dismiss this dispute.
3. Ms. Rehill represents herself. Lonestar is represented by its owner, Benny Bruneau.

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.
5. 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.
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.

Request for oral hearing

7. 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. Ms. Rehill requested a "proper court of law" for her dispute, which I infer is a request for an oral hearing. Ms. Rehill also said she had difficulty uploading her evidence to the CRT's portal. However, Ms. Rehill did not specifically identify any special accommodation needs.
8. Here, I find that I am able to properly assess and weigh the documentary evidence and submissions before me. Although credibility is at issue in this dispute, the credibility of witnesses cannot be determined solely by the test of whose personal

demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required where credibility is in issue. There is no other compelling reason for an oral hearing, especially considering the CRT's mandate to provide proportional and speedy dispute resolution. So, I decided to hear this dispute through written submissions.

9. That being said, given Ms. Rehill's comments, I asked CRT staff to confirm with Ms. Rehill that she was able to upload all relevant evidence and gave her another opportunity to provide final reply submissions, which she did. Given my conclusions below, I did not ask for further submissions from Lonestar.

ISSUE

10. The issue in this dispute is whether Lonestar must reimburse Ms. Rehill for an allegedly damaged tanning bed and missing stepladder.

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, the applicant Ms. Rehill must prove her 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.
12. Between June 2022 and February 2023, Lonestar performed extensive renovations to Ms. Rehill's apartment, at the request of Ms. Rehill's landlords. During the renovations, Ms. Rehill moved into a temporary apartment. She left her tanning bed behind. Ms. Rehill says that Lonestar's employees used the tanning bed as a workbench and ultimately damaged it. Ms. Rehill submitted 3 witness statements from friends who say they saw worker using the tanning bed and saw the damage. She claims \$633.49 to repair the damage.

13. Lonestar denies damaging the tanning bed. It provided 2 witness statements from employees who were onsite daily. Both employees deny causing any damage to the tanning bed, or otherwise touching it other than moving it out of the way when removing and replacing the flooring. Both employees also say they offered to help Ms. Rehill move the tanning bed to her temporary unit, which she declined. The employees deny any of Ms. Rehill's witnesses saw them using the tanning bed as a workbench. The employees also deny removing a stepladder, and both say there was no stepladder left in the apartment when renovations started. Lonestar also says many other tradespeople were working in the apartment during the renovation.
14. Mr. Bruneau also provided a statement in evidence. In his statement he says he informed the owners, Ms. Rehill's landlords, that the apartment should be empty before renovations started. Mr. Bruneau says Ms. Rehill's apartment still had a fridge, tanning bed, and mattress in it when Lonestar attempted to start the renovation. After several conversations with the owners, Ms. Rehill removed the mattress and Lonestar's employees helped her move the fridge, but she refused to move the tanning bed, despite Lonestar offering moving assistance. Mr. Bruneau further states the tanning bed was used, yellowing, and in poor condition and denies seeing or removing a stepladder.
15. The problem for Ms. Rehill is she bears the burden of proving her claim. Ms. Rehill does not address Lonestar's submission that other tradespeople had access to the apartment, and why she believes it was Lonestar specifically who damaged the tanning bed and removed the stepladder. Even if I did accept that Lonestar used the tanning bed as a workbench or lunch table, Ms. Rehill did not submit any photos of the alleged damage, nor any evidence of the cost to repair it such as correspondence from a technician. Similarly, she did not provide any evidence supporting that she had a stepladder, or the cost to replace it. On balance, I find she has not proven that Lonestar damaged her tanning bed or took her stepladder. As a result, I dismiss her claim.

16. 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. However, neither party paid any tribunal fees or claimed any dispute-related expenses, so I make no order.

ORDER

17. Ms. Rehill's claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair