



Civil Resolution Tribunal

Date Issued: February 29, 2024

File: SC-2023-001028

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gill v. Alero Worldwide Relocation & Distribution*, 2024 BCCRT 199

B E T W E E N :

SUKHRAJ SINGH GILL

APPLICANT

A N D :

ALERO WORLDWIDE RELOCATION & DISTRIBUTION and
TRANSOURCE FREIGHTWAYS LTD.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. Sukhraj Singh Gill says that Alero Worldwide Relocation & Distribution and Transource Freightways Ltd. damaged his front door while delivering a couch. Mr. Gill initially claimed \$4,373.48, the amount he thought it would cost to repair the door. In submissions, they asked to increase the claim to the Civil Resolution Tribunal's

(CRT) small claims monetary limit of \$5,000 based on a quote they received. Mr. Gill is self-represented.

2. Alero denies breaking the door. It says that its delivery workers removed the door frame to get the couch in and reassembled it afterwards. It asks me to dismiss Mr. Gill's claim. Alero is represented by an employee.
3. Transource Freightways Ltd. did not file a Dispute Response and is in default.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 says 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. 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. In some respects, both parties of this dispute question the credibility, or truthfulness, of the other. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. In the circumstances of this dispute, I am properly able to assess and weigh the evidence and submissions before me and make the necessary credibility findings. There is no other compelling reason for an oral hearing, especially considering the CRT's mandate to provide proportional and speedy dispute resolution. I therefore decided to hear this dispute through written submissions.
6. CRTA section 42 says the CRT may generally accept as evidence any information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court. However, section 42(2) creates an exception. It says the CRT may not accept evidence that would be inadmissible in court because of privilege. Settlement privilege protects documents and communications created for

the purposes of settling a dispute from production. Mr. Gill provided copies of emails between them and Alero in which Alero made a settlement offer. I find that these emails are protected by settlement privilege, so I have not considered them.

7. Where permitted by CRTA section 118, in resolving this dispute the CRT may order a party to pay money or to do or stop doing something. The CRT's order may include any terms or conditions the CRT considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Did Alero's workers damage Mr. Gill's door?
 - b. If so, what compensation is Mr. Gill entitled to?
 - c. Should I hold Transource liable in default?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, Mr. Gill as the applicant must prove their claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. Mr. Gill bought a couch from Costco. While the evidence is not entirely clear, it appears that Costco hired Transource to transport the couch, and Transource subcontracted Alero to deliver the couch from its lower mainland warehouse to Mr. Gill's home.
11. Alero delivered the couch on April 14, 2022. It came disassembled in several boxes. On the delivery day, Mr. Gill requested that the delivery workers move the couch into the house instead of leaving it in a carport. The workers agreed as a courtesy. The parties dispute what happened next.

12. Mr. Gill says the following. The workers assessed the front door's width and decided a certain box would fit. Then, the box got stuck and the workers forced it through, ripping the door off its hinges in the process. One worker rushed back to their delivery truck and found some screws to reattach the door. The screws were too long, and the door is no longer properly secured to its frame. This account is consistent with a report Mr. Gill made to Costco shortly after the delivery.
13. Alero says that its workers noticed the box would not fit and so they removed the door before moving it. Alero says they reattached the door afterwards, with no damage done.
14. In the bill of lading for the delivery, Mr. Gill ticked a box indicating that the delivery workers had damaged his residence. There are handwritten notes in the "driver/customer comments" section of the form. Mr. Gill says that they wrote "door broken", and beside it the driver wrote "there was no damage to product or property except this". Both statements are initialed with different initials. The two statements also appear to be different handwriting, so I accept Mr. Gill's statement about who wrote what on the form.
15. I place little weight on Alero's submissions about what happened on the delivery day. There is no direct evidence from either delivery worker who was present other than what is on the bill of lading, such as a statement or internal email.
16. Also, I find that the bill of lading supports Mr. Gill's account of what happened. In context, it is an admission that the workers damaged the door to some extent. If they had removed and reattached the door without damaging it, the driver's statement would make no sense. In short, I find that Alero's workers' attempted to force the box through the door and ripped it off. I find that the workers then used their own screws to repair the door as best they could. I find that Alero is liable for the damage. The question is how much Mr. Gill is entitled to.
17. The delivery workers took a video of the door on the day of delivery. In the video, the door is initially open and a worker closes it. There is no apparent damage to the door

in the video other than what appears to be pre-existing wear and tear. Mr. Gill admits that the door still functions to an extent. It opens, closes, and locks. However, Mr. Gill says that its overall integrity is compromised, which makes them feel insecure in their home.

18. Someone from Alero returned on October 7, 2022, and took more videos. One of those videos shows that the door sticks when closing. There also appears to be new damage to the door around the latch. This suggests that the door sticks regularly, gradually eroding and chipping away the wood around the latch. Based on this, I find that Alero's employees reattached the door in such a way that it no longer functions as it did before the delivery.
19. Mr. Gill's claim is for the full cost to replace not only the door and frame, but two window panels on either side. He provided a \$5,249.60 quote from Paul Ralla, who Mr. Gill says is a "licensed contractor". The quote says that the door cannot be reattached to its hinges "due to t-backs on to glass", which I find is a reference to the window panels. The quote says that the door, frame, and surrounding panes must be replaced entirely.
20. Technical matters like whether the entire door and glass panels need to be replaced must be proven with expert evidence. I do not accept Paul Ralla's quote as expert evidence. Mr. Gill asserts that Paul Ralla is a "licensed contractor", there is no evidence of this or details about their qualifications. The quote also provides little description or explanation of why the work is necessary. Mr. Gill fills in those gaps in their submissions, but there is no suggestion that Mr. Gill is qualified to give expert evidence about door construction. Even if there was, Mr. Gill cannot be an expert in his own case because he is not neutral.
21. Alero provided a letter from Agyapal Singh, who said they had worked as a door and cabinet installer for seven years. They said they inspected Mr. Singh's door and concluded there was no damage to the door panel. They also said the panel was "moving", but only because the house was old. While Agyapal Singh appears to have

the experience necessary to provide an expert opinion, I place no weight on their letter. It is simply too brief and vague to be reliable or useful.

22. In summary, I find that Mr. Gill has proved that Alero damaged the door. But, I find that Mr. Gill has not proved that the entire door frame assembly must be replaced. I accept that the door itself must be replaced given the damage. It appears that about \$2,000 of the quote before me is for the glass panels beside the door. On a judgment basis, I find that it will cost roughly \$3,000 to replace the door and associated hardware, including labour and taxes.
23. The other issue for Mr. Gill is betterment. This is when the court (or the CRT) reduces an award because ordering the full amount would overcompensate the successful person. The underlying principle is that a party should not be put in a better position than they were before the damage occurred. Here, Mr. Gill's front door was quite old and already had cosmetic damage. If I ordered the full replacement cost, Mr. Gill would get a free new door. I find that I must deduct a significant amount to account for this. I find that 75% is an appropriate deduction. I order Alero to pay Mr. Gill \$750, which is 25% of \$3,000.
24. That leaves Transource. As noted, it did not file a Dispute Response, so is technically in default under the CRT's rules. Generally, when a respondent is in default, the CRT will assume they are liable. However, in this dispute, there is no evidence to suggest Transource was in any way responsible for the damage to Mr. Gill's door. Mr. Gill says nothing in their submissions about Transource. In these circumstances, I decline to find Transource liable even though it is in default. I dismiss Mr. Gill's claim against Transource.
25. The *Court Order Interest Act* applies to the CRT. However, there is no evidence Mr. Gill has paid any money to repair the door to date, so I order no interest.
26. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Gill was partially successful, so I order Alero to reimburse half of their

\$175 in CRT fees. This equals \$87.50. Mr. Gill also claimed \$25 to serve the respondents using registered mail. They say they lost the receipts. I find that \$25 is a reasonable amount for serving two corporations. I award Mr. Gill half that amount, or \$12.50.

ORDERS

27. Within 30 days of this decision, I order Alero to pay Mr. Gill a total of \$850, broken down as follows:
 - a. \$750 in damages, and
 - b. \$100 in CRT fees and dispute-related expenses.
28. Mr. Gill is entitled to post-judgment interest, as applicable.
29. I dismiss Mr. Gill's remaining claims.
30. Under CRTA section 58.1, 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.

Eric Regehr, Vice Chair