



Civil Resolution Tribunal

Date Issued: May 8, 2024

File: SC-2023-008703

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Duggal v. Highstreet Ventures Inc.*, 2024 BCCRT 435

B E T W E E N :

VARUN DUGGAL

APPLICANT

A N D :

HIGHSTREET VENTURES INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. Varun Duggal parked his car in an underground parking space in a new residential building that Highstreet Ventures Inc. built. Liquid dripped on Mr. Duggal's car, damaging it. Mr. Duggal claims that the liquid caused \$19,000 in damage. In this dispute, he claims \$5,000, the Civil Resolution Tribunal's (CRT) small claims monetary limit. He represents himself.

2. Highstreet says it has already paid to have the car detailed and offered to pay to have it repaired, but Mr. Duggal made unreasonable demands. It says that it remains willing to pay for necessary repairs plus \$1,000 in compensation for the inconvenience caused. Highstreet is represented by an employee.

JURISDICTION AND PROCEDURE

3. 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.
4. 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. I have considered the potential benefits of an oral hearing. Here, I am properly able to assess and weigh the documentary evidence and submissions before me. There are no credibility issues. So, any potential benefit of an oral hearing is outweighed by the CRT's mandate to provide proportional and speedy dispute resolution. I find that an oral hearing is not necessary in the interests of justice.
5. CRTA section 42 says the CRT may accept as evidence any information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court. 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 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.

ISSUE

7. The issue in this dispute is how much compensation Highstreet must pay Mr. Duggal for the vehicle damage.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, Mr. Duggal as the applicant must prove his 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.
9. The facts are not generally in dispute. In late November 2022, Mr. Duggal discovered that an unknown liquid had dripped onto his vehicle while it was parked in an underground parking stall in a residential building that Highstreet built. While neither party says this directly, I infer from context that Mr. Duggal lived there. Mr. Duggal had owned the vehicle for under three months.
10. Photos in evidence show that the liquid landed on the car's roof and ran down the windshield and driver side window and door. It appears milky in the photos. Neither party says what it was, although Mr. Duggal describes it as acid.
11. Mr. Duggal emailed Highstreet about the issue and Highstreet paid to have the vehicle detailed on December 6, 2022. Highstreet has never denied responsibility for the leak or the resulting damage. There is little evidence showing the vehicle after it was detailed, but the parties agree that there was visible damage after this.
12. On January 13, 2023, a Highstreet employee emailed Mr. Duggal agreeing to pay to repair the vehicle. In response, Mr. Duggal said it would cost \$1,828 to replace the windshield and \$1,998 to repaint part of the vehicle. The quotes supporting those demands are in evidence.
13. Two days later, before Highstreet responded, Mr. Duggal emailed again that the dealership would take the vehicle back and give Mr. Duggal a new one for \$15,000.

He said his “total loss” was \$19,000, without explaining how he arrived at this number. The parties exchanged more emails but were unable to agree on what to do. In short, Highstreet wanted to choose an autobody shop to do the necessary repairs and pay the shop directly. Mr. Duggal wanted money so that he could arrange the repairs himself through the dealership.

14. On March 17, 2023, Mr. Duggal emailed Highstreet that he planned on selling the vehicle unrepaired. He said he would tell the owner about the damage and leave it up to them to decide whether to repair it. In submissions, Mr. Duggal says that he sold the vehicle in March 2023. He provided no evidence about the sale.
15. Mr. Duggal provided a March 17, 2023 quote from Craftsman Collision for \$7,562.20. Highstreet says in submissions that despite the fact that Mr. Duggal sold the vehicle, it would pay Mr. Duggal the amount of Craftsman Collision’s quote if it was “legitimate”. However, Highstreet questions whether the quote is just for the damage from the liquid.
16. Neither party made any submissions about the applicable law. There is no evidence about the leak’s cause or source, but I find that Highstreet has admitted liability for the vehicle damage.
17. The only question is what Mr. Duggal’s damages are. The difficulty for Mr. Duggal is that once he sold the vehicle, his loss was no longer necessarily the repair cost. This is because he no longer had a vehicle to repair. Rather, the proper measure of his loss is the difference between what he sold the vehicle for and what it would have been worth without the damage. There is no evidence about either thing.
18. Still, it is clear from the evidence that the vehicle was damaged, and that the damage would be obvious to a buyer. Mr. Duggal also said he would tell the buyer about the damage. The date of the quote from Craftsman Collision suggests that Mr. Duggal obtained that quote as part of the sale process, possibly to give to prospective buyers.
19. With that, I find that Mr. Duggal likely had to sell the vehicle for less than its full value even though there is no specific evidence about the sale. Given that Mr. Duggal bears

the burden of proving his loss and failed to provide clear evidence of it, I find that I must be cautious. I find that the appropriate result is to use the lowest of the quotes Mr. Duggal provided. The first, mentioned above, is a \$1,998.20 quote for painting. The second is a February 13, 2023 quote for \$1,597.49 to replace the windshield. Based on these quotes, I find that Mr. Duggal's damages are \$3,500.

20. Mr. Duggal also claims compensation for inconvenience. Mr. Duggal says the vehicle was undriveable, but there is no evidence of this other than Mr. Duggal's assertions. That submission is also inconsistent with Mr. Duggal's decision to sell the vehicle unrepaired and let the new owner decide what to do. If Mr. Duggal truly believed the vehicle was unsafe to drive, I find he would not have taken that approach.
21. Still, and as noted above, Highstreet accepted in its Dispute Response that Mr. Duggal was inconvenienced and said it believed that \$1,000 was appropriate compensation. Mr. Duggal does not comment on that figure. I find that \$1,000 is reasonable compensation for Mr. Duggal's inconvenience.
22. Mr. Duggal also says he lost his job because he could not drive, although he does not specifically claim lost wages. If Mr. Duggal intended to claim compensation for lost wages, I dismiss that claim because he provided no evidence to support it. Mr. Duggal does not say anything else about why his total loss was \$19,000.
23. In summary, I order Highstreet to pay Mr. Duggal \$4,500.
24. The *Court Order Interest Act* (COIA) applies to the CRT. I have calculated prejudgment interest from March 31, 2023, as the approximate date Mr. Duggal sold the vehicle. This equals \$245.47.
25. 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. Duggal was largely successful, so he is entitled to reimbursement of \$175 in CRT fees. He did not claim any dispute-related expenses.

ORDERS

26. Within 30 days of this decision, I order Highstreet to pay Mr. Duggal a total of \$4,920.47, broken down as follows:

- a. \$4,500 in damages,
- b. \$245.47 in pre-judgment interest under the COIA, and
- c. \$175 in CRT fees.

27. Mr. Duggal is entitled to post-judgment interest, as applicable.

28. This is a validated decision and order. 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