



Civil Resolution Tribunal

Date Issued: October 15, 2024

File: SC-2023-000413

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Torres v. Style Moving and Storage Inc.*, 2024 BCCRT 1018

BETWEEN:

JAVIERA VALENTINA TORRES

APPLICANT

AND:

STYLE MOVING AND STORAGE INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. Javiera Valentina Torres hired Style Moving and Storage Inc. (Style) to move her personal belongings and furniture. Mrs. Torres says the move took twice as long as Style told her it would take. She also says Style charged double the estimated price, and refused to compensate her for lost and damaged items. However, Mrs. Torres claims \$750 for the lost and damaged items.

2. Style says Mrs. Torres did not pay for “replacement value coverage”, and only had “basic coverage”. Even so, Style says it offered Mrs. Torres an unspecified amount for a refund, which she did not accept. I infer Style’s position is that Mrs. Torres is not entitled to the \$750 she claims.
3. Mrs. Torres is represented by her husband, who is not a lawyer. Style is represented by a person I infer is an authorized employee.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (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. These are CRT’s formal written reasons.
5. CRTA section 39 of the CRTA says the CRT has discretion to decide the hearing’s format, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find I am properly able to assess and weigh the submissions before me. Further, bearing in mind the CRT’s mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
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 Mrs. Torres is entitled to \$750 for items that were lost and damaged during the move.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mrs. Torres must prove her claims on a balance of probabilities, meaning more likely than not. The parties did not submit documentary evidence, and Mrs. Torres did not make final reply submissions. So, I have decided this dispute on the parties' written submissions before me. I only refer to information I find necessary to explain my decision.
10. As noted above, Mrs. Torres claims \$750 for loss and damage she says she suffered when Style moved her personal belongings and furniture. In particular, she says Style damaged a light fixture, one of her decorative bedposts, and her husband's dresser. She also says Style lost a twin size mattress. She does not claim for the alleged slow work.
11. Style does not deny it damaged the light fixture and furniture, or lost the mattress as Mrs. Torres says, so, I accept it did so.
12. Instead, Style says Mrs. Torres did not have enough coverage under the parties' contract to be compensated for the lost and damaged items. It also says the contract specifically excluded coverage for furniture made of "pressed wood". However, Style did not provide a copy of the contract, or of the booking confirmation it says it sent Mrs. Torres.
13. During the CRT process, parties are told they must provide all relevant evidence. The CRT may draw an adverse inference against a party that fails to provide relevant evidence without a good explanation. An adverse inference is when the CRT assumes a party did not provide relevant evidence because it would have been damaging to their case. I find it is appropriate to draw an adverse inference against Style here, as it did not explain why it did not provide evidence it relied on. I

find the parties' contract likely did not exclude coverage for the lost and damaged items, including any "pressed wood" furniture.

14. I turn to the question of damages. Mrs. Torres submitted no documentary evidence, like pictures, of the damage caused. She also did not show the items' value, such as with evidence of the price of comparable light fixtures and furniture, or otherwise give any indication of how much each item was worth. So, on a judgment basis, I award \$100 for the damaged light fixture, bedpost, dresser, and lost mattress, which I find were all likely used.
15. The *Court Order Interest Act* applies to the CRT. Mrs. Torres is entitled to pre-judgment interest on the \$100 damages award from January 5, 2023, the date I find Style delivered Mrs. Torres' belongings and a date I find reasonable, to the date of this decision. This equals \$8.74.
16. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mrs. Torres was partly successful, so I find she is entitled to reimbursement of half her CRT fees, which is \$62.50. Mrs. Torres made no claim for dispute-related expenses.

ORDERS

17. Within 14 days of the date of this decision, I order Style to pay Mrs. Torres a total of \$171.24, broken down as follows:
 - a. \$100 in damages, for lost and damaged items,
 - b. \$8.74 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 in CRT fees.
18. Mrs. Torres is entitled to post-judgment interest, as applicable.

19. This is a validated decision and order. Under section 58.1 of the CRTA, 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.

Megan Stewart, Tribunal Member