



Civil Resolution Tribunal

Date Issued: January 21, 2025

File: SC-2023-010521

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hu v. Uber Canada Inc.*, 2025 BCCRT 84

BETWEEN:

JUNJIE HU

APPLICANT

AND:

UBER CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Maria Montgomery

INTRODUCTION

1. This is a dispute about a damaged windshield. The applicant, Junjie Hu, is a driver for the respondent, Uber Canada Inc. Mr. Hu says that a rock cracked his windshield while he was driving a passenger for Uber. He says Uber should cover the \$1,956.22 cost of replacing his windshield.

2. Uber says the damage is not covered by its insurance policy and drivers are responsible for their own vehicle repairs. Uber says that this claim should be dismissed.
3. Mr. Hu is self-represented. Uber is represented by its in-house counsel, Ryan Maclsaac.

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 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 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 the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
7. Uber provided a User Platform Access Agreement which its drivers must agree to. Page 1 and page 17 say that disputes must be resolved through a specific arbitration process. Section 15 of the agreement says drivers can opt out of that process by sending an email to Uber within 30 days of the date the agreement is accepted by a driver. There is no indication that Mr. Hu opted out of the arbitration process. However, Uber did not object to the CRT taking jurisdiction to hear this

matter. Uber did not raise what is known in law as an inconvenient forum objection and it has participated in the CRT process.

8. In the circumstances of this case, I find that the parties attorned or agreed to the CRT having jurisdiction over this dispute. Further, noting the reasoning in *Club Resorts Ltd. v. Van Breda*,¹ and the factors in section 11(2) of the *Court Jurisdiction and Proceedings Transfer Act*, in particular convenience and expense for the parties, I find that there are sufficient connecting factors and territorial competence for the CRT to assume jurisdiction. I find that the CRT's jurisdiction under the CRTA permits me to decide this dispute.
9. Uber provided one piece of evidence that I could not open. However, from Uber's submissions and the document title, I determined that Mr. Hu submitted the same document as part of his evidence.

ISSUE

10. The issue in this dispute is whether Uber should reimburse Mr. Hu \$1,956.22 for the windshield.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. The following is undisputed. Mr. Hu provided a ride to a passenger as part of his work as an Uber driver on July 15, 2023. While travelling down the highway, Mr. Hu heard the noise of a rock hitting his windshield and a crack appeared. Mr. Hu reported the damage to Uber, but it declined to cover the windshield replacement cost. Mr. Hu paid \$1,956.22 to replace the windshield.
13. Mr. Hu says Uber, or its insurance, should cover the cost of the windshield replacement.

14. Uber says the damage is not covered by its blanket commercial policy through the Insurance Corporation of British Columbia (ICBC), which does not cover comprehensive losses, such as windshield claims. Uber says that even if its policy did include comprehensive coverage, the windshield damage is below the \$2,500 deductible. From my review of the insurance certificate, I agree that this policy does not cover comprehensive damage. Uber also says that under its agreement with Mr. Hu, it is not responsible for the windshield damage.
15. Though he does not use these words, I find Mr. Hu argues that Uber breached its contract with him by not paying to replace the windshield. The problem for Mr. Hu is that he has not provided evidence that covering windshield damage is part of his agreement with Uber.
16. Uber provided a document titled “Uber Platform Access Agreement (P2P Ridesharing – Canada)”. I find this document lays out the parties’ contract. The following portions are relevant here:
 - a. Key Principles: drivers are responsible for sourcing their own motor vehicle, mobile device, and data plan.
 - b. Section 4.2(e)(iii) Provision of Transportation Services: drivers are responsible for obtaining, operating, and maintaining their vehicle.
 - c. Section 7(f) Insurance: Uber may maintain auto insurance related to driver services but is not required to provide any specific coverage for loss to drivers or their vehicles unless required by law or by addition to the agreement.
 - d. Section 12(a) Limitation of Liability: Uber is not liable for any claim for any indirect, incidental, or consequential property damage or loss.
17. Under the terms of the parties’ agreement, Mr. Hu is responsible for the costs associated with operating his vehicle and Uber is not required to provide specific insurance coverage or pay for property damage. I find that Mr. Hu’s agreement with

Uber does not require Uber to pay for the windshield replacement. So, I dismiss Mr. Hu's claim.

18. 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. I see no reason in this case not to follow that general rule. Mr. Hu was not successful, so he is not entitled to reimbursement of his CRT fees. Since Uber was successful, I find it is entitled to reimbursement of \$25 in CRT fees.

ORDERS

19. Within 30 days of the date of this decision, I order Mr. Hu to pay Uber \$25 in CRT fees.
20. Uber is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
21. I dismiss Mr. Hu's claims.

Maria Montgomery, Tribunal Member

¹ 2012 SCC 17.