



Civil Resolution Tribunal

Date Issued: February 21, 2025

File: SC-2023-013043

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thindh v. Singh*, 2025 BCCRT 241

B E T W E E N :

BAHADUR SINGH THINDH

APPLICANT

A N D :

SUKH SINGH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. The respondent, Sukh Singh, was the applicant's, Bahadur Singh Thindh's, landlord. Mr. Thindh says Mr. Singh oversprayed paint onto Mr. Thindh's car while Mr. Singh was painting his house. Mr. Thindh claims \$2,000, but does not break down this amount.

2. Mr. Singh says there were no vehicles on the property when he painted. Mr. Singh also says Mr. Thindh did not pay him any rent while he stayed in Mr. Singh's basement suite. I infer Mr. Singh asks I dismiss Mr. Thindh's claim.
3. Mr. Thindh is self-represented. Mr. Singh is represented by his wife, who is not a lawyer.

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.
6. The parties here each question the other's credibility (truthfulness). In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. It depends on what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions.
7. Here, each party gave their version of what happened. Mr. Singh denied that Mr. Thindh's vehicle was ever parked in his driveway, while Mr. Thindh provided a photo showing that it was. No party requested an oral hearing, and I find it unlikely that cross-examination would reveal any inconsistencies in any party's evidence. So, I decided to hear this dispute through written submissions.
8. 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.

9. 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.

Unpaid rent

10. Mr. Singh says Mr. Thindh did not pay rent while he and his wife were in the basement suite. Mr. Thindh disputes this, and says he paid the rent on time. Mr. Singh did not file a counterclaim, provide any evidence of a rental agreement, or say what the amount of rent owing is.
11. As Mr. Singh did not file a counterclaim, I find the claim for rent is not properly before me. I consider whether a set-off might be appropriate. A set off is a right between parties that owe each other money such that their respective debts are mutually reduced, leaving the applicant to recover only any remaining amount. A set off must be closely connected with an applicant's claim so that it would be unjust to proceed without permitting a set-off.
12. Here, I find there is no close connection between any alleged unpaid rent and any paint overspray, other than the parties.
13. Further, the CRT does not have jurisdiction over residential tenancy disputes, which are decided by the Residential Tenancy Branch, except for "roommate disputes". As this does not appear to be a roommate dispute, I would not have jurisdiction to hear Mr. Singh's claim in any event. So, I decline to address Mr. Singh's request for rent any further.

ISSUE

14. The issue in this dispute is whether Mr. Singh is liable to Mr. Thindh for overspray onto his vehicle.

EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, Mr. Thindh must prove his claims on a balance of probabilities. I note Mr. Singh did not provide any documentary evidence, but otherwise participated in this dispute. So, I have read all the parties' submissions and Mr. Thindh's evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
16. The parties did not provide significant background to this dispute. However, they agree that Mr. Thindh lived in Mr. Singh's basement suite for several months in 2023.
17. At some point during the summer months, Mr. Singh painted the outside of the house white. Mr. Thindh says this was in May 2023, but nothing turns on the exact date.
18. Mr. Singh says he painted during the daytime when his family members' cars were at work. Mr. Singh says there were no other vehicles in the driveway when he painted, and he was the only one there. He also says Mr. Thindh did not own a vehicle while staying in the basement suite, and he would not have given Mr. Thindh permission to park in the driveway if he did.
19. Mr. Thindh says he had his vehicle when he moved into the basement suite, and Mr. Singh told him to park along the fence.
20. I find it unlikely Mr. Thindh would be mistaken about when he purchased a new vehicle, and I accept he had it when he moved into the basement suite. Though Mr. Singh denies he gave Mr. Thindh permission to park on the driveway, he does not say anything about the photos Mr. Thindh provided, which show his vehicle parked along the fence to the left of the driveway.
21. So, I find regardless of whether Mr. Thindh asked or received permission to do so, Mr. Thindh parked his vehicle along the side of the driveway.

Is Mr. Singh liable to Mr. Thindh for overspray onto his vehicle?

22. I turn to the law. I find negligence applies. The test for negligence requires Mr. Thindh to prove 4 things: 1) Mr. Singh owed him a duty of care, 2) Mr. Singh breached the standard of care, 3) Mr. Thindh sustained a loss, and 4) the loss was caused by Mr. Singh's breach (see: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
23. I find as Mr. Thindh's landlord, Mr. Singh owed him a duty of care.
24. In *Wang v. Prepchuk*, 2025 BCCRT 120, a CRT tribunal member found the standard of care for spray painting was reasonableness, which includes minimizing overspray, covering nearby vehicles, or brushing instead of spraying. While not binding on me, I find this reasoning persuasive and apply it here.
25. Here, Mr. Singh offers only a blanket denial that there were any vehicles on the property when he painted. He does not say he took any other steps to minimize overspray while painting. So, I find he likely did not take any steps to minimize overspray.
26. Mr. Thindh provided photos of the paint on his vehicle. I find it is consistent with the new colour of Mr. Singh's house. I also find it is consistent with the location Mr. Thindh was parked, relative to where Mr. Singh painted. Mr. Singh does not address the paint on Mr. Thindh's vehicle.
27. On the balance of probabilities, I find there is no other reasonable explanation for the paint on Mr. Thindh's vehicle, other than Mr. Singh's house painting.
28. I turn to the final two parts of the negligence test. I find Mr. Thindh did suffer a loss, in that his vehicle has paint on it. I also find Mr. Singh was the cause of that loss, for the reasons above. So, I find Mr. Singh was negligent in getting paint on Mr. Thindh's vehicle.

29. I turn to damages. Mr. Thindh provided no evidence about how he came to the claimed \$2,000. He does not say whether this is for repainting his car, cleaning it, or some other way of removing the paint.
30. I find from the photos of Mr. Thindh's vehicle, the paint splatters are very small, but cover a significant portion of the vehicle. In *Wang*, the tribunal member found \$315 was reasonable for paint removal from a van's rear door, which is smaller than the painted areas on Mr. Thindh's vehicle. In the circumstances, I find \$350 is a reasonable amount to compensate Mr. Thindh for the overspray to his vehicle.
31. The *Court Order Interest Act* applies to the CRT. However, Mr. Thindh explicitly did not claim interest, so I make no order about it.
32. 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. As Mr. Thindh was partially successful, I find he is entitled to reimbursement of \$67.50, or half his paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

33. Within 30 days of the date of this decision, I order Mr. Singh to pay Mr. Thindh a total of \$417.50, broken down as follows:
- a. \$350 in damages, and
 - b. \$67.50 in CRT fees.
34. Mr. Thindh is entitled to post-judgment interest, as applicable.

35. 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.

Amanda Binnie, Tribunal Member