



Civil Resolution Tribunal

Date Issued: April 25, 2025

File: SC-2023-013239

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lukinuk v. Gateway Towing and Recovery Inc.*, 2025 BCCRT 522

B E T W E E N :

MITCHEL LUKINUK

APPLICANT

A N D :

GATEWAY TOWING AND RECOVERY INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This claim is about a damaged truck. The applicant, Mitchel Lukinuk, says the respondent, Gateway Towing and Recovery Inc. (Gateway), took his truck for repairs. He says Gateway kept his truck for an extended period but never fixed it. He claims \$5,000 in damages. Mr. Lukinuk is self-represented.

2. Gateways says it towed the truck to a mechanic and that it is not responsible for the mechanic's repairs. An employee represents Gateway.
3. For the reasons below, I dismiss Mr. Lukinuk's claim.

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.
5. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format. 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.
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. 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 Gateway must pay any damages to Mr. Lukinuk because of his unrepaired truck.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant Mr. Lukinuk 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.
10. Mr. Lukinuk's truck needed repairs in August 2022. He took the truck to a mechanic, TA, who he believed to be an employee of Gateway. He says he had a verbal agreement with TA to repair the truck for \$90 per hour, with Mr. Lukinuk supplying the parts.
11. Mr. Lukinuk says the truck was still not repaired in May 2023, so he took it to a second mechanic. The second mechanic said the truck had a transmission leak. Mr. Lukinuk says Gateway offered to tow the truck back to TA and repair it at a lower cost. He says his truck was never repaired and that Gateway eventually left the truck at his home without prior communication.
12. For its part, Gateway says it only performed towing services for Mr. Lukinuk and that his truck was left with TA. It says Mr. Lukinuk hired TA, not Gateway, to fix his truck and his claim should be against TA.
13. Mr. Lukinuk argues that Gateway should be liable for TA's actions because TA was either an employee or agent of Gateway. Though he did not use this term, I find that Mr. Lukinuk is arguing that Gateway is vicariously liable for TA's actions.
14. Mr. Lukinuk says the "community's understanding" was that TA was an employee or agent of Gateway. He provided Facebook screenshots from his local community as evidence. One individual wrote that TA is a good mechanic and can be contacted through Gateway. Another individual wrote that TA is a mechanic with a towing business, but did not mention Gateway specifically.
15. I find that Mr. Lukinuk has not proven that TA was an employee or agent of Gateway. I place little weight on these Facebook screenshots because it is unclear

what knowledge these individuals on Facebook have about TA and Gateway's relationship. These Facebook screenshots are also vague and only suggest there is a connection between TA and Gateway, but they do not say that TA is an employee or agent of Gateway.

16. Gateway says, and Mr. Lukinuk does not deny, that TA and Gateway have separate business addresses. On this basis, I find it more likely than not that TA was an independent business and that Gateway's role in this dispute was limited to towing the truck. So, I find that Gateway is not vicariously liable for TA's actions and dismiss this claim.
17. I make no findings about whether TA was negligent or breached their contract to repair Mr. Lukinuk's truck. Nothing in this decision prevents Mr. Lukinuk from starting a claim against TA, subject to any applicable limitation period.
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. Mr. Lukinuk was not successful, so I do not order any reimbursement of his CRT fees. Neither party claimed any dispute-related expenses.

ORDER

19. I dismiss Mr. Lukinuk's claim.

Peter Mennie, Tribunal Member