



Civil Resolution Tribunal

Date Issued: June 5, 2025

File: SC-2023-005797

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *East v. Wong*, 2025 BCCRT 766

BETWEEN:

HEATHER L EAST

APPLICANT

AND:

KEN WONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a dog attack. The applicant, Heather L East, says her dog was attacked by two or three dogs owned by the respondent, Ken Wong. The applicant seeks \$5,000 in compensation for vet bills, missed work, gas and mileage, and pain and suffering.
2. The respondent says there is no evidence it was their dogs who attacked the applicant's dog. They deny the applicant is entitled to any compensation.

3. The parties each represent themselves.

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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. The parties in this dispute call into question the other's credibility or truthfulness. While credibility issues can in some cases be resolved through an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate. Here, the parties provided fulsome submissions, and I find the credibility issues were not ultimately central to the dispute, and can otherwise reasonably be resolved based on the evidence and submissions before me. I also note that neither party requested an oral hearing. For these reasons, I find the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions.
6. Section 42 of the CRTA says that 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 the respondent must compensate the applicant for various expenses related to the dog attack.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. On December 28, 2022, the applicant’s dog was outside on her property. She says while outside, her dog was attacked by two or three dogs owned by the respondent. The respondent acknowledges that the applicant’s dog was attacked and suffered injuries, but argues there is no evidence it was the respondent’s dogs who attacked it.
11. In support of her claims, the applicant provided several reports from the regional district’s animal control department. While the documents are heavily redacted for names and addresses, the reports are consistent with the applicant’s submissions and other evidence. The animal control documents show that the applicant called in to complain about the respondent’s dogs attacking her dog. At some point, the applicant also provided a photo taken by her neighbour of the dogs that attacked her dog. It appears animal control spoke to the respondent, and initially determined that there was not enough information to conclude it was the respondent’s dogs who had attacked.
12. However, a few days later on December 31, 2023, another call came in. Someone had shot and killed two dogs who attacked several goats on their farm. The dogs who were killed on December 31 matched the description and photo of the dogs that attacked the applicant’s dog on December 28. When animal control spoke with someone, whose name is redacted but I find was likely the respondent, they notified

animal control that two of their dogs were missing. Animal control therefore decided it was likely that the dogs that were shot and killed were the respondent's dogs, and were also two of the three dogs involved in the attack on the applicant's dog on December 28, 2022. As a result, an animal control officer deemed the respondent's third dog an "aggressive dog" under local bylaws and placed restrictions on it. The respondent does not dispute that any of the above relates to someone other than them, so I accept that it was.

13. Also in the animal control file is a January 6, 2023 email. Again, although the sender's name is redacted, I find it is likely from the respondent. The email says that the dogs are normally kept in a contained, locked, fenced up yard, but "for whatever reason" on December 28, 2022, "something must have triggered them" and they escaped for approximately 2 hours.
14. Other documents in the animal control file show that someone, who I infer is the applicant's neighbour based on the description in the statement, provided a statement to animal control. In that statement they explain that they saw the December 28, 2022 attack happen, that it happened on the applicant's property, and that someone else also heard the attack. That other person went to scare the dogs off and ultimately told the applicant what had happened.
15. Given all the above evidence, I find it is more likely than not that it was the respondent's dogs that attacked the applicant's dog on December 28, 2022.
16. The next question is whether the respondent is responsible for that attack. The applicant's claim is in negligence. To succeed in proving negligence, the applicant must show that the respondent owed a duty of care, failed to meet the expected standard of care, and that the failure caused damages which were reasonably foreseeable (see: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).
17. A dog owner has a duty to ensure their dogs are sufficiently under control so that they will not escape to injure someone or damage their property (see: *Martin v. Lowe*, 1980 CanLII 546 (BCSC)). I find this duty of care is applicable in this case. In

other words, the respondent owed the applicant a duty of care to reasonably maintain control of their dogs and prevent attacks on other animals or people.

18. The attack undisputedly happened while the applicant's dog was on her property. Similarly, the evidence shows the respondent's dogs had escaped their yard. While the respondent's email says the dogs were normally in a fenced yard, they undisputedly escaped that day. The respondent provided no evidence of the precautions they took to keep the dogs on their property. Without evidence showing otherwise, I find the respondent did not properly contain or restrain their dogs to prevent them from escaping and injuring the applicant's dog.
19. Based on this, I find the respondent breached the applicable standard of care. As noted above, I find the applicant has established the respondent's dogs bit her dog, which resulted in the claimed veterinary expenses. So, I find the respondent is liable in negligence.
20. I also considered whether the applicant is contributorily negligent because her yard was not fenced. However, I find she was not. I say this because the applicant's dog was undisputedly on its own property when it was attacked. There is no evidence the applicant's dog escaped or otherwise left the property. So, I make no deduction for contributory negligence.

Damages

21. A letter from the applicant's veterinarian, Dr. Kulvinder Grewal, outlines the dog's injuries from the December 28, 2022 attack. They include several wounds and bruises all over her body requiring surgery and sutures and an injury to her left canine tooth requiring future extraction. In total, the applicant has paid \$2,783.82 in vet bills, and Dr. Grewal quoted an additional \$955 for the outstanding dental work. I find the respondent must pay the applicant these amounts.
22. The applicant also claims for lost wages. She provided a letter from her employer that explained she missed 18.5 hours over 2.5 days between December 29 and January 5. Given the dog's surgery, recovery, and follow up appointments, I find this

time off was reasonable, and the respondent must reimburse the applicant for her missed work. Based on the applicant's hourly rate of \$27.02, this equals \$499.87. I reduce this amount by a nominal 10% to account for statutory payroll deductions. In total, I find the respondent must pay the applicant \$449.88 for lost wages.

23. The applicant also claimed unspecified amounts for gas, mileage, and pain and suffering. However, she did not provide any specific submissions or documentary evidence in support, so I find them unproven.

24. In total, I find the respondent must pay the applicant \$4,188.70.

25. The applicant is also entitled to pre-judgment interest under the Court Order Interest Act. Calculated on the \$2,783.82 in vet bills and \$449.87 in lost wages, this equals \$294.09. Since the applicant has not yet paid the \$955 for dental surgery, she is not entitled to pre-judgment interest on that amount.

26. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the applicant was generally successful, the respondent must reimburse her \$225 in paid tribunal fees. She also submitted receipts for \$72.21 in dispute-related expenses for obtaining records from the regional district and for registered mail. I find these expenses were reasonably incurred and order the respondent to reimburse them. I note the applicant provided two invoices from the regional district that are almost identical except for an additional 0.25 hours of time spent producing and preparing records, plus the cost of a USB flash drive. I find the first invoice was incomplete, and the evidence indicates only the second invoice was paid. So, I have only allowed the second invoice's amount.

ORDERS

27. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$4,780, broken down as follows:

a. \$4,188.70 in damages,

- b. \$294.09 in pre-judgment interest under the *Court Order Interest Act*,
- c. \$225 in tribunal fees, and
- d. \$72.21 in dispute-related expenses.

28. The applicant is also entitled to post-judgment interest, as applicable.

29. 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.

Andrea Ritchie, Vice Chair