



Civil Resolution Tribunal

Date Issued: June 6, 2025

File: SC-2024-002401

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brooks v. Peddle*, 2025 BCCRT 773

B E T W E E N :

RICHARD BROOKS

APPLICANT

A N D :

CARLY PEDDLE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Maria Montgomery

INTRODUCTION

1. This dispute is about responsibility for car repairs.
2. The applicant, Richard Brooks, says the respondent, Carly Peddle, negligently struck his car door while exiting another vehicle. He claims \$500 for the deductible he paid for repairs.

3. Carly Peddle says she is not obligated to pay the applicant.
4. Both parties are lawyers and are self-represented.

JURISDICTION AND PROCEDURE

5. 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.
6. CRTA section 39 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. I find that an oral hearing is not necessary.
7. 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.
8. 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

9. The issue in this dispute is whether the respondent is responsible for the applicant's claimed damages.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove his claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. The following is undisputed. Both parties attended an event on September 22, 2023. The applicant's vehicle was in the parking lot. The respondent was dropped off by a third party. When she exited the vehicle, she caused a dent in the applicant's passenger-side rear door. She left the applicant a note which is in evidence. The note read "I dinged your back passenger door / happy to pay for!" and included a phone number.
12. The applicant says his claim is based in negligence. In such claims, damages are awarded to the innocent party to put them in the original position they would have been in if the negligence had not occurred. See, for example, *Blackwater v. Plint*, 2005 SCC 58 at paragraph 78. So, damages for wrongful damage to personal property will generally equal the cost of repairing or replacing the damaged property.
13. Here, the repairs came to \$1,731.91. The applicant paid \$500 to the auto body repair shop on November 8, 2023. His insurer, ICBC, paid the remainder. The respondent later paid ICBC the same amount (\$1,231.91). The respondent says that ICBC did not require her to pay the \$500 deductible.
14. The respondent says that she spoke to the applicant on the phone shortly after the incident where she proposed 3 ways to proceed: 1) she pay the cost once the vehicle was appraised and repaired, 2) she pay the applicant \$2,000 without appraisal, or 3) the applicant could file an ICBC claim. The respondent does not say what the applicant's response was or that the parties agreed on one of the options. The respondent says she was in discussions with the applicant about the cost of repairs but later learned that the applicant filed a claim with ICBC. I infer that the

respondent argues that she did not agree to pay for repairs if the applicant filed a claim with ICBC.

15. Based on the note the respondent left on the car, I find that the respondent offered to pay the repair costs. I find that the parties' submissions and emails show that the applicant accepted that offer. I therefore find that the parties had reached a settlement agreement, which was a binding contract that the respondent could not later amend without agreement from the applicant. I find the applicant is entitled to \$500 for the deductible he paid.
16. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to interest on the \$500 from the date he asked the respondent for payment, which is December 10, 2023, to the date of this decision. This equals \$34.35.
17. 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. I find the applicant is entitled to reimbursement of \$125 it paid in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

18. Within 15 days of the date of this decision, I order the respondent to pay the applicant a total of \$659.35, broken down as follows:
 - a. \$500 in damages,
 - b. \$34.35 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
19. The applicant is entitled to post-judgment interest, as applicable.
20. 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.

Maria Montgomery, Tribunal Member