



Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2024-001669

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *MS v. JR*, 2025 BCCRT 938

B E T W E E N :

MS

APPLICANT

A N D :

JR and JR, as litigation guardian for BS, minor

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about damages for intentionally taking and damaging dirt bikes.
2. The applicant, MS, says the respondent, BS (B), a minor, intentionally took and damaged two of his dirt bikes. The respondent, JR, is B's mother and litigation guardian.

3. Mr. S seeks \$3,931.63 for repairs. The respondents say B's friend EW also took the bikes, so B should not pay for all the repairs. They also say the repair costs claimed are excessive, B and EW did not cause all the damage, and EW already paid for repairs. Ms. R denies responsibility for B's actions.
4. Mr. S is self-represented. Ms. R represents both respondents.
5. B did not file a Dispute Response and is technically in default, which I will address below.
6. In the published version of this decision, I have anonymized the parties' names to protect B's identity, as he is a minor.
7. For the reasons below, I find in favour of Mr. S.

JURISDICTION AND PROCEDURE

8. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must apply principles of law and fairness and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended. These are the CRT's formal written reasons.
9. The CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions. Bearing in mind the CRT's mandate that includes proportionality timeliness, I find that an oral hearing is not necessary in the interests of justice.
10. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. A dispute that involves some issues that are outside the CRT's jurisdiction may be amended to remove those issues.

11. 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
12. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.
13. As noted above, B is in default, although properly served. On July 3, 2023, Ms. R confirmed she represents B, but she accepts no financial responsibility for his actions. So, I find that B participated in this dispute with Ms. R as his litigation guardian, and nothing turns on his technical default status.

ISSUES

14. The issues in this dispute are:
 - a. Is B liable for the damage to the dirt bikes?
 - b. Is Ms. R liable for the damage to the dirt bikes?
 - c. If the respondents are liable, what is the appropriate remedy?
 - d. Is Ms. R entitled to a set-off?

EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, Mr. S must prove his claim on a balance of probabilities. This means more likely than not. Ms. R did not file a counterclaim but says she wants compensation from Mr. S. So, Ms. R must prove that she is entitled to a set-off on a balance of probabilities.

16. 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. Specifically, Ms. R included many screenshots of texts and social media posts from non-parties that are irrelevant to the issues in this dispute. I will not deal with those.
17. On September 15, 2023, Mr. S discovered 3 of his dirt bikes were missing: a 2023 CRF250, a 2020 CRF125FBL, and a 2018 CRF110. Later that evening, the CRF250 and CRF125FBL and some bike parts were recovered from Ms. R's property. The CRF110 was found near EW's home. All 3 bikes were damaged.

Is B liable for the damage to the dirt bikes?

18. Mr. S provided photos and written evidence that show that all 3 bikes sustained extensive damage, including missing parts, alterations, and parts that cannot be repaired. The CRG125FBL and CRF110 had VINs ground off, and the CRF250's license plate was destroyed.
19. Mr. S claims damages against the respondents to repair the CRF250 and CRF125FBL. He says EW's mother, AL, already paid the cost to repair the CRF110.
20. Mr. S provided AL's written statement. She said EW admitted to her that he and B took the dirt bikes. He told her they tried to strip and alter the bikes at B's garage on Ms. R's property. AL also said she paid \$1,200.26 to repair the damage to the CRF110.
21. In the Dispute Response, submissions, and evidence, the respondents admit B and EW "stole 3 bikes," removed parts, and damaged the bikes to some extent.
22. Based on the respondents' admissions and AL's statement, I find that both B and EW intentionally took and damaged Mr. S's 3 dirt bikes together. So, I find B and EW are jointly and severally liable for the damage to the 3 bikes. Joint and several liability means that Mr. S can collect the entire amount of the damages from either B (as he claims here) or from EW. Whether B can pursue EW for his share of the damages is not part of this dispute for me to decide.

23. The common law in British Columbia does not prevent civil claims against a minor.
So, I find B is liable for the damage to the dirt bikes.

Is Ms. R liable for the damage to the dirt bikes?

24. The *Parental Liability Act* (PLA) applies to this dispute. Section 3 of the PLA says that if a child intentionally takes, damages, or destroys another person's property, their parent is liable for the loss of or damage to the property.
25. Ms. R has a possible defence, under section 9 of the PLA, if she can prove that she (a) exercised reasonable supervision over B at the time of the incident, and (b) made reasonable efforts to prevent or discourage B's conduct.
26. Section 10 of the PLA sets out the factors I may consider under section 9 in deciding the reasonableness of Ms. R's supervision and efforts made to discourage B's conduct. Not all factors are relevant to each case (see *O v. N*, 2004 BCPC 410; *ST and VT v. SH and GH*, 2008 BCPC 226). The factors relevant to this dispute are set out in paragraphs 27 – 36 below:
27. **The age and maturity of the child:** There is no evidence in this dispute about B's age, so I cannot consider this factor.
28. **The prior conduct of the child:** Ms. R submitted the following evidence about B's previous conduct:
- a. Her text to AL on August 21, 2023, in which she said: "Chaos with B and Evan aside in the last few months...."
 - b. Her text to her friend SG on September 17, 2023, in which she said: "It was bound to happen B's out of control but this is nuts." I infer from the timing and context of the texts exchanged that she was referring to this incident.
 - c. In her evidence: "0 covering for B. Check RCMP file. Also – ask how many times I've called them on B. I would never cover for him."

29. I find Ms. R knew that B was behaving inappropriately for several months before he and EW took the bikes, and that she did not find the incident surprising. I find this factor weighs in favour of finding liability against Ms. R.
30. **The likelihood that the activity would result in property loss:** It is reasonable to assume that taking and altering dirt bikes would result in property loss. I find this factor weighs in favour of finding liability against Ms. R.
31. **Psychological or medical disorders, psychological, physical, or learning disabilities or emotional disturbances of the child:** Ms. R says that B was diagnosed with ADHD in 2024. I find this factor weighs in favour of Ms. R.
32. **Whether the likelihood of property loss arising from the child's conduct was reasonably foreseeable by the parent:** Based on the texts above, I find the likelihood of property loss arising from B's conduct was reasonably foreseeable by Ms. R and this factor weighs in favour of finding liability against Ms. R.
33. **Whether the child was under the supervision of the parent when the child engaged in the activity that resulted in the property loss:** Mr. S says that B and EW came on to his property to take the bikes at about 2:00 – 3:00 a.m. The respondents do not deny that. B lives at Ms. R's house, and she says she is a single parent. She did not provide any evidence about her house rules, whether B has a curfew, or steps she takes to ensure he is home during the night. So, I find the incident took place while B was under Ms. R's supervision and this factor weighs in favour of finding liability against Ms. R.
34. **Whether the parent has sought to improve his or her parenting skills by attending parenting courses or in any other manner:** Ms. R did not give any evidence of steps that she took to improve her parenting skills before this incident, so I find this factor weighs in favour of finding liability against Ms. R.
35. **Whether the parent has sought professional assistance for the child, designed to discourage activity of the kind that resulted in the property loss:** Ms. R says she tried to help B through the RCMP, doctors' appointments,

counselling, and reaching out to B's father, but she does not say when. B's ADHD diagnosis was in 2024, and Ms. R says he struggled "this year." So, I infer she sought help after this incident and there is no evidence she sought help before. I find this factor weighs in favour of finding liability against Ms. R.

36. **Psychological or medical disorders, psychological, physical, or learning disabilities or emotional disturbances of the parent:** Ms. R says she was diagnosed with ADHD in 2024 but does not say how that affected her ability to parent and supervise B. I find this factor weighs slightly in favour of Ms. R.

37. Based on the above factors, I find that Ms. R has not established that (a) she was reasonably supervising B on the night of the incident, or (b) that she made reasonable efforts to prevent or discourage B's conduct. So, I find that Ms. R is liable for B's actions in damaging the dirt bikes.

What damages award is Mr. S entitled to?

38. Mr. S provided the following evidence for the CRF250 repair costs:

Evidence	Damage or Missing Part	Amount
Northern Metallic Quote	Decals removed – Stripe, R tank shroud	\$134.68
Northern Metallic Quote	Decal removed – Stripe, L tank shroud	\$107.62
Northern Metallic Quote	Shroud set, L – damaged to remove decal	\$103.95
Northern Metallic Quote	Seat – melted from decal removal	\$239.40
Northern Metallic Quote	Arrester, muffler – damaged and unusable	\$272.82
Northern Metallic Quote	Screw for kick stand (missing)	\$5.51
Northern Metallic Quote	Nut for kick stand (missing)	\$4.55
Northern Metallic Quote	Clutch Cable damages	\$56.60
Northern Metallic Quote	Rear tire melted	\$457.30
Northern Metallic Quote	Labour	\$784.00
Northern Metallic Quote	Shop supplies	\$44.00
Honda Online Quote	Reflectors and parts (missing)	\$439.64
Unknown Online Quote	Boot, front fork x2	\$174.66
Unknown Online Quote	Band, front fork boot x2	\$19.90
Unknown Online Quote	Screw x2	\$1.54
Subtotal		\$2,846.17
GST and PST		\$341.54
Total		\$3,187.71

39. Mr. S double-counted the shipping and taxes on the reflectors and underestimated the labour costs in his spreadsheet. A Northern Metallic quote sets out the labour costs and shop supplies. I have corrected that in the table above.
40. Mr. S did not provide copies of the online quotes for the front fork boots, bands, and screws. However, I accept that those items were missing after the incident and not returned, and that Mr. S looked up those costs online.
41. Mr. S provided the following evidence for the CRF125FBL repair costs:

Evidence	Damage or Missing Part	Amount
Northern Metallic Quote	Pipe Gasket, missing	\$12.44
Northern Metallic Quote	Bolt, Flange, missing	\$3.69
Northern Metallic Quote	Battery band, missing	\$13.29
Northern Metallic Quote	Battery, missing	\$381.76
Northern Metallic Quote	Drive chain case, missing	\$30.22
Northern Metallic Quote	Bolt, missing	\$8.12
Northern Metallic Quote	Rear tire, considerable wear	\$191.73
Northern Metallic Quote	Labour	\$196.00
Northern Metallic Quote	Shop Supplies	\$11.00
Honda Online Quote	Reflectors and parts, missing	\$106.24
Subtotal		\$954.49
GST and PST		\$114.54
Total		\$1,069.03

42. Again, Mr. S double-counted the shipping and taxes on the reflectors. I have corrected that in the table above. A Northern Metallic quote sets out the labour costs and shop supplies.
43. The respondents say these costs “are wild,” and Northern Metallic is known for that. They say the parts are “so cheap” online and the Fortnine website shows batteries are \$35. They say that the maximum damage would be worth \$500 for all 3 bikes and all the listed parts would cost \$350. They say that they researched it online, but did not provide their research or any quotes in support of their position.
44. I find the quotes provided by Mr. S are reasonable. I also find the claim for the CRF250’s fork boots, bands and screws are reasonable in the circumstances.

45. The respondents say that EW paid \$2,000 to Mr. S to cover the damage. They rely on a text from EW's father to Ms. R. AL says she paid \$1,200.26 to repair the CRF110 and does not mention a payment from EW. Mr. S denies EW paid him and confirms AL paid \$1,200.26 to fix the CRF110. I find that is the only payment Mr. S received. The CRF110 is not part of this claim, and the respondents cannot rely on that payment to reduce the amount of damages.
46. The respondents also say that B and EW did not cause all the damage to the dirt bikes that Mr. S claims. They say some of the damage claimed is normal wear and tear. They also say that there are many photos and videos of Mr. S's children riding "this equipment," without due care. They say that Mr. S's children caused the extensive damage, not B and EW.
47. However, the respondents only submitted two photos of Mr. S's son with a quad stuck in deep peat or soil. I find that these photos do not support the respondents' position. First, they do not depict the bikes in question. Second, they do not show that the quad was damaged or in any way driven without due care.
48. In contrast, Mr. S provided many photos of the 3 dirt bikes before B and EW took and damaged them. Mr. S describes all 3 bikes as being in great condition, with the CRF250 being in excellent condition, as it was brand new.
49. On review of the photos, I agree with Mr. S.
50. I consider the legal principle of betterment. That is when ordering the full cost of a new item would provide greater value than what existed before. I find betterment does not apply to the 2023 CRF250 because it was new at the time of the incident. I find that betterment applies to the CRF125FBL, because it was 3 years old.
51. I recognize that discounting to avoid betterment is imprecise (*Fudge v. Owners, Strata Plan NW 2636*, 2012 BCPC 409 at para 92). So, I find an appropriate deduction is 10% of the CRF125FBL repair costs.

52. For the above reasons, I find that the CRF250's repair costs are \$3,187.71. After discounting to avoid betterment, I find the CRF125FBL's repair costs are \$962.13. So, the total repair costs are \$4,149.84.
53. In the Dispute Notice, Mr. S claimed damages of \$3,931.63. In submissions he says he underestimated labour costs and costs have risen due to inflation.
54. Generally, the CRT will not consider claims for more money than what the applicant put in the Dispute Notice because it would be procedurally unfair to respondents. So, I order the respondents to pay Mr. S \$3,931.63.

Is Ms. R entitled to a set-off?

55. Ms. R says she wants compensation for slander and lost business. She says the way Mr. S handled this matter affected her family's business and relationships with her neighbours. As Ms. R did not file a counterclaim, I infer that she argues that she is entitled to a set-off.
56. CRTA section 119 says the CRT does not have jurisdiction to resolve claims about slander or libel. So, I refuse to resolve this allegation under CRTA section 10(1).
57. Aside from the allegation of slander, Ms. R does not explain how Mr. S caused loss to her family's business. She submitted no evidence in support of her assertion. So, I dismiss Ms. R's claim for a set-off for business loss.

Interest and Fees

58. The *Court Order Interest Act* applies to monetary awards at the CRT. Mr. S said he did not want to claim interest. So, I make no order for pre-judgment interest.
59. 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. S claimed the CRT fees but did not claim dispute-related expenses. I find Mr. S is entitled to reimbursement of \$175 in CRT fees.

ORDERS

60. Within 30 days of the date of this decision, I order the respondents to pay Mr. S a total of \$4,106.63, broken down as follows:

- a. \$3,931.63 in damages, and
- b. \$175 in CRT fees.

61. Mr. S is entitled to post-judgment interest, as applicable.

62. 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 BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Alissa Reynolds, Tribunal Member