



# Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2024-005136

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bhardwaj v. Kour*, 2025 BCCRT 933

BETWEEN:

JATINDER BHARDWAJ

**APPLICANT**

AND:

SARVPREET KOUR and JATINDER SUDEN

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicant, Jatinder Bhardwaj, sold his taxi to the respondents, Sarvpreet Kour and Jatinder Suden. The applicant says the respondents failed to return the camera and top light, items which were excluded from the sale. The applicant claims \$1,550 for their value. The applicant represents himself.
2. The respondents say they purchased the taxi with the camera and top light included. They say they never agreed to return those items, nor were they asked to

until a year and a half later. They deny owing the applicant any money. The respondents are represented by a family member who is not a lawyer.

## **JURISDICTION AND PROCEDURE**

3. 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.
4. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. No party requested an oral hearing, and I find I am able to make a decision on the written record before me. So, I decided to hear this dispute through written submissions.
5. 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.
6. 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.

### ***Style of Cause***

7. Under CRTA section 61, the CRT may make any order or give any direction in relation to a CRT proceeding it thinks necessary to achieve its objectives in accordance with its mandate. In the Dispute Notice, the applicant named the respondents as "Saru Preet Kaur" and "Jatinder Sing Sund". During the course of this proceeding, the respondents advised their correct names are "Sarvpreet Kour" and "Jatinder Suden", respectively, and filed their Dispute Responses with their proper names. The CRT did not provide an amended Dispute Notice reflecting the

corrected names. I have exercised my discretion under section 61 of the CRTA to amend the style of cause to reflect the respondents' proper names.

### **Witnesses**

8. In submissions, the applicant provided several phone numbers for executives at various taxi companies. He says I can confirm with any of them the general practice in the taxi industry for selling taxis.
9. Parties are told during the CRT process that they must provide all relevant evidence to the CRT. I find it is insufficient for the applicant to merely say he has witnesses who could help his claim and provide phone numbers. I find it would be disproportionate at this late stage in the proceeding to pause this dispute to arrange for the applicant to provide this possible evidence. So, I have decided this dispute without contacting the applicant's potential witnesses.

### **ISSUE**

10. The issue in this dispute is whether the respondents must reimburse the applicant \$1,550 for failing to return taxi equipment.

### **EVIDENCE AND ANALYSIS**

11. In a civil claim such as this, the applicant must prove his 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.
12. On July 6, 2022, the applicant sold his taxi to the respondents. The details of the sale are not before me. No party provided evidence of any written communication about the sale, an advertisement, or a bill of sale. The applicant says the sale specifically did not include a camera and a top light, which I infer from the evidence still belonged to his taxi company. The applicant says the respondents were

supposed to have the camera and top light removed and leave them at a taxi service shop, which they failed to do.

13. The respondents say they purchased the taxi “as is”, with all included equipment. They say some items were specifically not part of the sale, including a credit card machine, tablet, and car dispatch radio, all of which the applicant removed from the vehicle when the respondents took it. The respondents say they never agreed to remove the camera or top light, and that the first time the applicant brought it up was on November 15, 2023, nearly a year and a half after the sale.
14. While the parties had no written contract, a verbal contract is enforceable like a written one, but it can be harder to prove. As noted above, the applicant bears the burden of proving his case. Here, the applicant says the respondents agreed to return the items. The respondents deny any such agreement. Without more, I find the applicant has not proved the parties had an agreement that the respondents would return the camera and top light. On that basis, I find his claim must fail.
15. 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 not successful, I dismiss his claim for reimbursement of tribunal fees and dispute-related expenses.

## **ORDER**

16. The applicant’s claims are dismissed.

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Andrea Ritchie, Vice Chair