



Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2024-000636

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lebowa v. Move Me Canada Enterprises Inc.*, 2025 BCCRT 939

B E T W E E N :

JAKUB LEBOWA

APPLICANT

A N D :

MOVE ME CANADA ENTERPRISES INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner, Vice Chair

INTRODUCTION

1. Jakub Lebowa hired Move Me Canada Enterprises Inc. (Move Me) to move his belongings from Alberta to British Columbia. Mr. Lebowa says that Move Me failed to properly protect his furniture during the move. He claims \$3,000 for furniture damage.

2. Move Me says it used blankets to protect furniture items, and that Mr. Lebowa declined its offer to provide any extra protection options. It also says Mr. Lebowa's furniture was very old and had pre-existing damage. Move Me says it is not liable for any of the claimed damage.
3. Mr. Lebowa is self-represented. Move Me is represented by an employee.

JURISDICTION AND PROCEDURE

4. 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
5. The CRTA gives the CRT 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. Further, bearing in mind the CRT's mandate to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 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. In submissions, Move Me referred to a settlement offer, which Mr. Lebowa says Move Me made during the CRT's negotiation phase. CRT rule 1.11(1) says that communications made during the CRT process attempting to settle claims are confidential and must not be disclosed to a tribunal member unless the parties agree to their disclosure. I find Mr. Lebowa did not consent to disclosure of the parties' negotiation communications, and so I have not considered Move Me's submissions about the offer.

ISSUES

8. The issue is whether Mr. Lebowa is entitled to compensation for furniture damage, and if so, how much.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil dispute, Mr. Lebowa must prove his claims on a balance of probabilities, which means more likely than not. I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision.
10. The parties' moving contract shows Move Me picked up Mr. Lebowa's belongings on October 27, 2023, and delivered them at the destination on November 4, 2023. In an October 13, 2023 email to Mr. Lebowa, Move Me stated that its movers would wrap all furniture with padded blankets free of charge during the move. It also said any other packing material other than moving blankets, such as boxes, plastic and bubble wraps, would be extra. I find the October 13, 2023 email formed part of the parties' contract.
11. Mr. Lebowa alleges that Move Me did not securely wrap his furniture in blankets, as agreed. Move Me disputes this allegation. I find it is Move Me's position that despite using blankets, incidental damage can occur. Move Me says that because Mr. Lebowa did not pay for additional protective measures, it is not responsible for any damage that may have occurred.
12. Move Me provided a 2-page inventory list it created for Mr. Lebowa's belongings, which Mr. Lebowa signed at the start of the move. I find the inventory list also formed part of the parties' contract. Beside each item is a notation indicating that the item was both "owner's packed" and "owner's risk". Above Mr. Lebowa's signature is a box that says his signature acknowledges the inventory is a true and complete list of the goods and their condition at the time of shipment.

13. There are no photos of the moving truck showing that Move Me did not use blankets to cover Mr. Lebowa's furniture. Mr. Lebowa also did not say he specifically saw the movers pack his furniture without using blankets. I find if he had seen that, he likely would have said something to the movers at the time. Overall, I find there is insufficient evidence that Move Me breached the parties' contract by failing to cover the furniture with blankets during the move.
14. Mr. Lebowa also argues that Move Me did not offer any additional protection for his furniture when the movers arrived. However, I find Move Me's October 13, 2023 email clearly stated that additional protection was available, at Mr. Lebowa's request, for an additional charge. Further, Mr. Lebowa admits that Move Me offered extra protection for a mattress, which he declined. So, I find it unlikely Mr. Lebowa would have purchased additional protection for his furniture, even if Move Me had expressly offered it.
15. I find that Move Me's agreement to use blankets on the furniture during the move did not constitute a guarantee that no damage would occur. Based on the inventory list, I find that Mr. Lebowa agreed that he packed his furniture at his own risk. He could have applied his own extra protection on those items but chose not to.
16. Another difficulty for Mr. Lebowa is that I cannot tell from his photos what damage was caused during the move, if any. I agree with Move Me that much of the furniture appears to be in poor condition with significant pre-existing wear-and-tear damage. Some of the claimed new damage relates to relatively minor scratches, scuffs, and chips. I find the damage Move Me allegedly caused did not meaningfully reduce any of the items' utility or value. Further, several photos are so close-up that I cannot determine the item's general condition or whether there was any pre-existing damage.
17. Even if I accepted that some of Mr. Lebowa's furniture sustained damage during the move, I find it was all the type of damage that could have occurred despite Move Me using blankets. I also find it was damage Mr. Lebowa likely could have prevented by using more protective material when preparing his furniture for the

move. Overall, I find that Mr. Lebowa agreed to accept the risk of the claimed furniture damage.

18. For all these reasons, I find Mr. Lebowa has not proved Move Me is responsible for any of the claimed damage to his furniture. So, I dismiss his claims.
19. 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. As the successful party, Move Me did not pay any fees or claim dispute-related expenses, and so I make no order.

ORDER

20. I dismiss Mr. Lebowa's claims and this dispute.

Kristin Gardner, Vice Chair