



Civil Resolution Tribunal

Date Issued: August 29, 2025

File: SC-2024-006798

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lane v. Alouette Park Management Ltd.*, 2025 BCCRT 1215

BETWEEN:

GERALD JOSEPH LANE

APPLICANT

AND:

ALOUETTE PARK MANAGEMENT LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant, Gerald Joseph Lane, says the respondent, Alouette Park Management Ltd., failed to adequately maintain roads in Golden Ears Park. Mr. Lane says that due to the road's poor condition, his vehicle was damaged when he drove over a pothole. He claims \$1,914.84 to repair the damage. Mr. Lane represents himself.

2. Alouette Park says the road was in good condition with no potholes. It says Mr. Lane was driving too close to the edge of the road. It denies responsibility for Mr. Lane's vehicle repairs. Alouette Park is represented by its director.

JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (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. These are the CRT's formal written reasons.
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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

7. The issue in this dispute is whether Alouette Park is responsible for Mr. Lane's vehicle damage.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Lane 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.

9. On June 15, 2023, Mr. Lane was driving away from a Golden Ears Park campground when he says a very large truck hauling a wide camper trailer approached from the other direction, and was slightly over the centre line. He says he steered his vehicle to the right side of his lane to avoid the oncoming vehicle, while staying on the roadway. In doing so, his vehicle's two right side tires hit a pothole or damaged edge of the roadway, causing damage to his tires, rims, and the vehicle's alignment. As noted, he claims \$1,914.84 that he paid to repair the damage, supported by invoices from Fountain Tire.
10. Mr. Lane argues Alouette Park failed to properly maintain the roadway, leading to a hazardous condition. Alouette Park makes two main arguments. First, it argues it has no liability due to a Park Operator Agreement it has with the BC Government. Second, it argues that Mr. Lane was driving negligently.
11. Generally, the Park Operator Agreement sets out terms and conditions of Alouette Park operating and maintaining several parks, and sets out Alouette Park's and the BC Government's respective obligations. Alouette Park specifically relies on Section H-02 Park Roads and Trails – Paved, of Schedule 5 "Facility Specifications". Section 3.5 of H-02 says that Alouette Park was expected to maintain the paved road's surface to be level as constructed, and free of potholes. It says to fill potholes or edge fracturing with "cold patch" as required. Section 5.1(a)(vii) and (viii) say that Alouette Park is not responsible for supplying or installing shouldering material or asphalt patching greater than a specified amount per lineal kilometre per year. To the extent Alouette Parks argues it had already reached its maximum, it provided no evidence supporting what other repairs, if any, it had completed to date. So, I find it has not proved it was not responsible for repairing the damaged road under section H-02's limitations.
12. Next, I turn to whether Alouette Park was negligent in maintaining the road. As explained by the court in *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27, to

prove Alouette Park was negligent, Mr. Lane must establish Alouette Park owed him a duty of care, it breached the standard of care, and that Mr. Lane suffered damages caused by Alouette Park's breach.

13. I have no issue finding Alouette Park owed Mr. Lane a duty of care as a user of a road which it was responsible to maintain. In *Stevens v. Sleeman*, 2023 BCSC 719, the court found that the standard of care of a road maintenance contractor is reasonableness. That is, a road must be kept in such a reasonable state of repair that those using the road, when exercising reasonable care, can travel on it safely. I find the same standard applies here.
14. Mr. Lane submitted various pictures that show the potholes. They are along the very edge of the paved roadway. There are two main areas where the edge of the roadway has broken off or sunk. One picture shows that the larger of the two damaged areas spans approximately 4 feet along the road's edge. I am satisfied the pictures show what I would classify as either potholes or edge fracturing, or both. There is no dispute that this area is what caused Mr. Lane's tire damage.
15. Alouette Park says BC Parks conducts an annual road inspection, but did not provide any supporting evidence showing when the last inspection was, or whether these specific potholes and edge fractures were present. Similarly, Alouette Park provided no evidence of its own policies or schedules for inspecting and maintaining the road. Alouette Park argues that the BC Government "deemed" the road to be in "satisfactory condition", but again did not explain when that assessment took place, or provide any evidence supporting that allegation. Where a party does not provide relevant evidence without explanation, the CRT may make an adverse inference. An adverse inference is when the CRT assumes the party did not provide the relevant evidence because it either does not exist, or it would have damaged the party's case.
16. Here, I find it appropriate to draw an adverse inference against Alouette Park for not providing any evidence to support its assertions that the road was in good condition, and had been deemed satisfactory by the BC Government. I say the same about its

failure to provide any evidence about whether it knew about the potholes and edge fractures before Mr. Lane's incident. So, I find Alouette Park either knew about the road's damage and failed to repair it, or failed to adequately inspect the road for existing damage. As a result, I find Alouette Park failed to take reasonable care to ensure Mr. Lane's property would be safe while using its roads.

17. Next, while Alouette Park alleges Mr. Lane was driving negligently, I disagree.

Alouette first argued the road was in "good condition" with no potholes, which I find is obviously incorrect given Mr. Lane's pictures in evidence. Next, Alouette argues that because the potholes are at the edge of the roadway, Mr. Lane was driving with undue care and attention, because he was so close to the edge. I find this argument is speculative at best. I note the pictures show the potholes are clearly within the road area that is supposed to be paved, not beyond it. The pictures also do not show any painted lines indicating the edge of the roadway. It is reasonable and foreseeable for a road user to use any part of the paved roadway. Given Mr. Lane's description of traveling close to the roadway's edge to avoid a large camper trailer, which is not disputed, I find he acted reasonably in doing so.

18. I find Alouette Park is responsible for the repairs to Mr. Lane's vehicle, and must reimburse him \$1,914.84.

19. Generally, a party is entitled to pre-judgment interest on a monetary award under the *Court Order Interest Act*. However, in the Dispute Notice, Mr. Lane explicitly waived his right to pre-judgment interest, so I order none.

20. 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. Here, neither party paid CRT fees nor claimed any dispute-related expenses.

ORDERS

21. Within 21 days of the date of this decision, I order Alouette Park to pay Mr. Lane \$1,914.84 in damages.

22. Mr. Lane is also entitled to post-judgment interest, as applicable.

23. 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