



Civil Resolution Tribunal

Date Issued: August 29, 2025

File: SC-2023-001281

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baker v. Wille Dodge Chrysler Ltd.*, 2025 BCCRT 1220

B E T W E E N :

JOSEPH BAKER and MEGAN CATALANO

APPLICANTS

A N D :

WILLE DODGE CHRYSLER LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Max Pappin

INTRODUCTION

1. This dispute is about 4 allegedly missing tires.
2. The applicant, Joseph Baker, says he brought his vehicle to the respondent, Wille Dodge Chrysler Ltd. (WDC), to replace his seasonal tires with winter tires. He says WDC changed the tires but returned a different set of seasonal tires to him. He and

Megan Catalano claim \$600 to replace the seasonal tires. For clarity, I refer to the applicants by their first names throughout this decision.

3. WDC says Joseph was present and witnessed the tire change. It says Joseph is responsible for anything that occurred during the service. So, it says it does not owe the applicants compensation for the tires.
4. Joseph represents the applicants. An employee represents WDC.
5. For the reasons that follow, I mostly allow the applicants' claim.

JURISDICTION AND PROCEDURE

6. The 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.
7. 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. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
8. 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.
9. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

Preliminary Issue – Megan Catalano

10. It is unclear how Megan is involved in this dispute. In the Dispute Response WDC suggests that Megan might own the vehicle that had its tires changed. However, Joseph did not provide any submissions explaining what Megan's involvement is. Similarly, none of the documentary evidence references Megan. So, I have only considered whether Joseph is entitled to the claimed \$600 for replacement seasonal tires.

ISSUES

11. The issue in this dispute is whether Joseph is entitled to \$600 for replacement seasonal tires.

EVIDENCE AND ANALYSIS

12. As the applicant in this civil proceeding, Joseph must prove his claims on a balance of probabilities, meaning more likely than not. 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. WDC did not provide evidence in this dispute other than its submissions, despite having the opportunity to do so.
13. On January 25, 2022, Joseph brought his vehicle to WDC to replace his seasonal tires with winter tires. At the time, Joseph was an employee of WDC. Joseph says another employee changed the tires and put the removed seasonal tires in bags. He says the employee put bags in his vehicle, which he believed contained his seasonal tires.
14. Joseph says that in April 2022, he removed the seasonal tires from the bags. He says the tires in the bags were not the same tires that he originally had on his vehicle. He says WDC refused to resolve the issue. He now claims \$600 to replace the seasonal tires.

15. Joseph provided photos of a receipt for the original set of tires he purchased in 2019 as evidence. The receipt lists the tire brand as “General” and the tire size as 215/65 R16 (R16). Joseph also provided photos of the tires he alleges WDC returned to him. The tire brand is “Sumitomo”, and the size is 225/65 R17 (R17).
16. WDC does not deny that it gave the R17 tires to Joseph, so I find it did so. Rather, WDC says Joseph provided guidance and direction during the tire replacement and was satisfied with the work completed. It also says it checked its tire inventory and could not find the R16 tires that Joseph alleges were originally on his vehicle. I infer that WDC argues that the R17 tires were on Joseph’s vehicle when he brought it in and that they returned those same tires to him after the tire change.
17. WDC did not provide evidence to show that Joseph’s vehicle arrived with the R17 tires on. WDC could have provided a statement from the employee who changed the tires. Also, WDC’s tire change invoice does not list any details about the tires removed from Joseph’s vehicle.
18. I also note that both the 2019 receipt for the R16 tires and WDC’s tire change invoice refer to the same type of vehicle, a 2012 Volkswagen Tiguan. Since the type of vehicle is consistent, I find the tire size should also be consistent. Joseph’s receipt shows he purchased R16 tires in 2019. However, WDC gave him R17 tires after the tire change.
19. Based on the evidence before me, I find it more likely than not that Joseph brought his vehicle to WDC with R16 tires and WDC incorrectly gave the R17 tires to Joseph after completing the tire change. So, I find WDC kept Joseph’s R16 tires after the tire change.

Is Joseph entitled to \$600 for replacement tires?

20. I find the law of negligence applies to this dispute. To prove negligence, Joseph must show that WDC owed him a duty of care, that WDC’s conduct breached the standard of care, WDC’s conduct caused the claimed damages, and that the

damages were reasonably foreseeable. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.

21. Here, WDC provided a tire-changing service to Joseph, so I find it owed him a duty of care. I find that the standard of care was reasonableness. I find that WDC acted unreasonably by giving Joseph the incorrect R17 tires instead of his R16 tires. WDC did not return the R16 tires which caused Joseph damage that was reasonably foreseeable. So, I find Joseph is entitled to compensation for replacement tires.
22. I also considered whether the law of detinue applies here. Detinue is the continuous wrongful detention of personal property, with the general remedy being the asset's return or market value damages. See *685946 B.C. Ltd. v. 0773907 B.C. Ltd.*, 2024 BCSC 997 at paragraph 93.
23. In *Clex Solutions Ltd. v. Gust*, 2025 BCSC 1092, the court outlined the elements of detinue. For Joseph to establish detinue, he must prove:
 - a. The R16 tires are specific personal property.
 - b. Joseph has a greater possessory interest in the R16 tires than WDC.
 - c. Joseph made a request for the return of the R16 tires.
 - d. WDC failed to return the R16 tires, without a lawful excuse.
24. Here, I find Joseph has proven detinue. The R16 tires are specific items of personal property. Since Joseph purchased the R16 tires, I find that he has a greater possessory interest in them than WDC. The parties agree that Joseph asked for the return of the R16 tires, but WDC claims they do not have them. As I have already found that WDC incorrectly gave Joseph the R17 tires and kept his R16 tires, I find that WDC does not have a lawful excuse for failing to return his R16 tires. So, I find WDC is also liable in detinue.
25. In terms of damages, Joseph provided a screenshot of a current listing for new tires that he claims are the correct size. The tires are listed for \$146.99 each. A set of 4

is priced at \$587.96. However, nothing in the image indicates that this is the correct type of tire. There are no specifications of the tire in the image. So, I find nothing turns on this image.

26. I also find awarding Joseph compensation for the full value of new tires would overcompensate him. This is called betterment. The legal principle of betterment is that a party should not be put in a better position than they were before the loss or damage occurred.
27. In the 2019 receipt for the original R16 tires, each one cost \$108.74. The set of 4 cost \$434.96. I find a reduction of 25% to this amount is appropriate because Joseph's R16 tires were already over 2 years old by the time WDC removed them. So, I find Joseph is entitled to \$326.22 for replacement tires.
28. The *Court Order Interest Act* applies to the CRT. Joseph is entitled to pre-judgment interest on \$326.22 from April 30, 2022, the end of the month that he discovered he received incorrect tires, to the date of this decision. This equals \$42.15.
29. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recovery of their CRT fees and reasonable dispute-related expenses. Joseph was mostly successful, so I find he is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses.

ORDERS

30. Within 30 days of the date of this decision, I order WDC to pay Joseph a total of \$493.37, broken down as follows:
 - a. \$326.22 for replacement tires,
 - b. \$42.15 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 for CRT fees.
31. Joseph is entitled to post-judgment interest, as applicable.

32. 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.

Max Pappin, Tribunal Member