



Civil Resolution Tribunal

Date Issued: November 26, 2025

File: SC-2024-004128

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cuddington v. Dunn*, 2025 BCCRT 1646

B E T W E E N :

GARY DOUGLAS CUDDINGTON

APPLICANT

A N D :

RICHARD DUNN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about damage to bicycles.
2. The applicant, Gary Douglas Cuddington, says the respondent, Richard Dunn, damaged Mr. Cuddington's 2 bicycles by hitting them with his car in their strata corporation's parkade. Mr. Cuddington claims \$3,200 for bicycle damage.

3. Mr. Dunn admits he hit the bicycles. He says Mr. Cuddington should seek compensation from his insurer, the Insurance Corporation of British Columbia (ICBC). Mr. Dunn says he is not personally responsible for any payment.
4. The parties are each self-represented in this dispute.
5. For the reasons set out below, I allow Mr. Cuddington's claim in part.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims 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. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find I can properly assess and weigh the documentary evidence and submissions before me. 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. In deciding not to hold an oral hearing, I note that Mr. Cuddington provided submissions about whether Mr. Dunn deliberately damaged the bicycles due to a recent disagreement about strata parking. Mr. Dunn denies this allegation. For the reasons set out below, I find nothing in this dispute turns on why Mr. Dunn damaged the bicycles, so I find there is no relevant credibility issue to resolve.
9. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.
10. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

11. The issues in this dispute are:

- a. Was Mr. Dunn negligent?
- b. Must Mr. Dunn pay Mr. Cuddington \$3,200 for bicycle damage?

EVIDENCE AND ANALYSIS

12. As applicant in this civil dispute, Mr. Cuddington must prove his claims on a balance of probabilities. This means more likely than not. I have read all the provided evidence and submissions, but refer only to what is necessary to explain my decision.

Was Mr. Dunn negligent?

13. As noted above, Mr. Dunn admits to hitting the bicycles. He says his car was going forward and went out of control due to a mechanical problem, so he had to shut off the engine to stop. Mr. Dunn says this was an accident, which he reported to ICBC.

14. In law, strict liability generally does not apply unless a person is engaged in an unusually risky activity like using explosives or trespassing. Strict liability means the person will be legally responsible even if they are not at fault.

15. Strict liability usually does not apply to driving. So, for Mr. Dunn to be responsible for the bicycle damage, Mr. Cuddington must prove that Mr. Dunn was negligent.

16. To prove Mr. Dunn was negligent, Mr. Cuddington must show that Mr. Dunn owed him a duty of care, Mr. Dunn breached the standard of care, Mr. Cuddington suffered a reasonably foreseeable loss, and Mr. Dunn's breach caused the loss. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.

17. I find that as strata neighbours, Mr. Dunn owed Mr. Cuddington a duty of care. Numerous CRT cases have explained that the standard of care between neighbours is to act reasonably.
18. For the following reasons, I find that Mr. Dunn did not act reasonably, and that his unreasonable action damaged Mr. Cuddington's bicycles.
19. As noted above, in his Dispute Response, Mr. Dunn admits to hitting at least one of Mr. Cuddington's bicycles. In a February 26, 2024 email to Mr. Cuddington, Mr. Dunn wrote that his car was idling too fast and he could not stop. He says he cut the ignition and the car "contacted" Mr. Cuddington's bicycle. Mr. Dunn wrote that he did not see any damage to the bicycle, but he accepted that the damage "became apparent" when Mr. Cuddington examined it.
20. In a February 28, 2024 email to ICBC, Mr. Dunn said this incident happened on February 15. Mr. Dunn also wrote that his car "struck" the bicycle, and although he did not see damage at the time, the bicycle's owner "found otherwise."
21. Mr. Dunn appears to argue, at least in part, that he was not negligent because his car malfunctioned. In his Dispute Response, he said the car "was out of control." He also said the car was idling too fast.
22. I am not persuaded that Mr. Dunn was unexpectedly unable to control his car on February 15, when the incident occurred. Mr. Dunn says he could only stop the car by turning off the ignition. However, by his own admission, and as confirmed on his mechanic's invoice, he did not have the car serviced until March 4, 2024. I find it unlikely that Mr. Dunn would wait almost 3 weeks to service a car with uncontrollable stopping. Also, Mr. Dunn provided no evidence that he had the car towed, or otherwise deemed it unsafe to drive.
23. Mr. Dunn provided a March 4, 2024 invoice from his mechanic, which says the customer commented that the car's "idle seems a bit high." The mechanic did not document any problem with the car, or any specific repair, and there is no documentation of uncontrollable motion or failure to stop.

24. For these reasons, I find the evidence before me does not establish that Mr. Dunn's car malfunctioned on February 15. Rather, I find Mr. Dunn drove without sufficient care and hit Mr. Cuddington's bicycle. For these reasons, I conclude that Mr. Dunn was negligent, and so is responsible for the bicycle damage.

Must Mr. Dunn pay Mr. Cuddington \$3,200 for bicycle damage?

25. Mr. Cuddington provided photos of 2 damaged bicycles. One has a frame dented in 2 places and a broken off pedal. The other's frame is also dented in 2 places.

26. The photos also show that the 2 bicycles were leaned against the concrete parkade wall, with one bicycle leaned on top of the other.

27. Mr. Dunn admits to damaging one bicycle, and does not specifically deny damaging the other. Based on this, and given the position of one bicycle leaning against the one behind, I find that Mr. Dunn damaged both bicycles when he hit the outer bicycle with his car.

28. Mr. Cuddington claims \$3,200 in compensation for the 2 bicycles. He says their combined purchase cost was \$6,400. He provided no purchase receipts for the original bicycles. He provided a receipt for a replacement bicycle that he purchased in April 2024 for \$3,126.38. It is not clear from the receipt whether the replacement bicycle was new or used. Mr. Cuddington also provided no evidence to establish that this bicycle was equivalent in quality or value to either of his old bicycles.

29. Mr. Cuddington did provide copies of 3 advertisements showing other new and used bicycles for sale. He says these bicycles are comparable to his old ones, but other than the brands, I find there is no evidence before me to establish whether they are comparable in age or value. These advertised bicycles range in price from \$2,650 to \$2,850.

30. For these reasons, I find Mr. Cuddington has not provided clear evidence to establish the value of the 2 bicycles at the time Mr. Dunn damaged them.

31. Mr. Cuddington also says 2 bicycle shops deemed both bicycles irreparable. However, he provided no evidence to confirm this, such as a written statement from a repairer. While the photos show some damage to both bicycles, I find the damage is not so extensive as to make both bicycles obviously irreparable. Also, I find Mr. Cuddington has not proved that all the remaining parts on the bicycles were worthless. In making these findings, I note that while the photos show visible damage, neither bicycle is completely crumpled or crushed.
32. So, I find Mr. Cuddington has not proved that either bicycle was irreparable. He has also not proved the age or value of either bicycle at the time Mr. Dunn damaged them.
33. However, given Mr. Dunn's negligence, and the fact that the photos clearly show some significant damage to both bicycles, I find it reasonable in the circumstances to order Mr. Dunn to pay half of Mr. Cuddington's claimed damages. This equals \$1,600.
34. Mr. Dunn says he is not responsible because Mr. Cuddington could have claimed compensation from ICBC. However, since Mr. Dunn was negligent, I find he is responsible. Mr. Cuddington was not legally required to claim through ICBC, or accept any amount ICBC offered.
35. So, I order Mr. Dunn to pay Mr. Cuddington \$1,600 for bicycle damage.
36. In the Dispute Notice, Mr. Cuddington waived his entitlement to pre-judgment interest under the *Court Order Interest Act* (COIA). So, I order none.
37. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Cuddington was partially successful in this dispute, so I find he is entitled to reimbursement of half his CRT fees. This equals \$87.50.
38. Neither party claimed reimbursement of dispute-related expenses, so I order none.

ORDERS

39. I order that within 30 days of this decision, Mr. Dunn must pay Mr. Cuddington a total of \$1,687.50, broken down as follows:

- a. \$1,600 in damages, and
- b. \$87.50 in CRT fees.

40. Mr. Cuddington is entitled to post-judgment interest under the COIA, as applicable.

41. This is a validated decision and order. Under CRTA section 58.1, 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.

Kate Campbell, Vice Chair