



# Civil Resolution Tribunal

Date Issued: February 29, 2024

File: SC-2023-003423

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sandhu v. Manchanda (dba Guru IT Solutions)*, 2024 BCCRT 203

B E T W E E N :

TANVIR SANDHU

**APPLICANT**

A N D :

SUKHRAJ SINGH MANCHANDA (Doing Business As GURU IT  
SOLUTIONS)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. In June 2020, Tanvir Sandhu brought his 2017 Apple MacBook Pro laptop to Sukhraj Singh Manchanda for repairs. Mr. Manchanda does business as Guru IT Solutions.

2. In the Dispute Notice filed at the outset of this dispute, Mr. Sandhu claimed Mr. Manchanda had lost or stolen his laptop, for which he claimed \$4,000. In submissions, Mr. Sandhu says his claim is that Mr. Manchanda “mishandled” or delayed repair and return of his laptop and left him unable to work. Mr. Sandhu wants \$1,667.90 for the cost of a new laptop he purchased in the meantime.
3. Mr. Manchanda says he still has the laptop in storage. He says Mr. Sandhu brought in the laptop “dead and non-functional” and it could not be repaired. He says Mr. Sandhu left the laptop for 16 months without contact, effectively abandoning it. Mr. Manchanda asks me to dismiss the claim.
4. Each party is self-represented.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, 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.
7. Section 42 of the CRTA 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.
8. Mr. Sandhu objected to some of Mr. Manchanda’s submissions, saying Mr. Manchanda had disclosed the parties’ settlement discussions from the CRT’s facilitation phase. CRT rule 1.11 says that parties cannot disclose settlement

discussions unless all parties agree. I find the submissions in question are largely just Mr. Manchanda's evidence that after receiving the Dispute Notice he was able to find the laptop in storage, which is relevant to this dispute and not covered by settlement privilege. To the extent that Mr. Manchanda's submissions describe proposed terms of a settlement involving returning the laptop to Mr. Sandhu, I have not considered it in my decision.

## **ISSUES**

9. The issues in this dispute are:
  - a. Did Mr. Sandhu abandon his laptop?
  - b. If not, what, if anything, does Mr. Manchanda owe in damages?

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil proceeding, Mr. Sandhu must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the evidence and submissions, I only refer to what is necessary to explain my decision.
11. On June 2, 2020, Mr. Sandhu brought his laptop to Mr. Manchanda for repairs. The work order said the laptop did not turn on. As documented in text messages, Mr. Manchanda believed the laptop needed replacement motherboard parts, which he had to order. He estimated the repairs at \$900 to \$950 and 3 to 4 weeks. Mr. Sandhu agreed to the repairs and left the laptop with Mr. Manchanda.
12. On June 27, 2020, Mr. Manchanda texted Mr. Sandhu, "Macbook is ready." There are no other messages until 16 months later on October 28, 2021. It is undisputed that Mr. Sandhu did not make arrangements to collect the laptop or ask about it until then.
13. Mr. Sandhu suggests the texts indicate that Mr. Manchanda had repaired the laptop. Mr. Manchanda says he never repaired the laptop and was only indicating that Mr.

Sandhu could pick it up. He says he consulted with UBreakIFix, another computer repair shop. According to UBreakIFix's June 18, 2020 invoice, the laptop was unrepairable. So, I accept that Mr. Manchanda could not repair the laptop and asked Mr. Sandhu to collect it.

14. Mr. Sandhu does not dispute that Mr. Manchanda left him voicemails in June 2020 asking him to collect the laptop. Although Mr. Sandhu says Mr. Manchanda had a heightened responsibility to follow up during the COVID-19 pandemic, he does not explain why or describe how the pandemic prevented him from collecting the laptop or at least responding to Mr. Manchanda's messages.
15. In early November 2021, the parties met to discuss the laptop. I infer that at that time, Mr. Manchanda could not locate the laptop but believed he had it in storage. Mr. Manchanda advised that if Mr. Sandhu still wanted the laptop, he would have to pay the diagnostic fee and storage fees. The amounts are not important because there is no counterclaim and Mr. Sandhu does not ask for the laptop's return.
16. I turn to the applicable law. Although Mr. Sandhu does not identify the legal basis for his claim, the evidence suggests the law of bailment may apply. Bailment is about a person's obligation to safeguard another person's property. Mr. Sandhu's claim may also be based on the related torts of conversion or detinue, which are about wrongfully refusing to return property. In any case, I find Mr. Manchanda was not required to return the laptop if the evidence shows Mr. Sandhu abandoned it (see *Bangle v. Lafreniere*, 2012 BCSC 256 at paragraph 30). Mr. Manchanda alleges abandonment, so he must prove that Mr. Sandhu abandoned the laptop.
17. Factors to consider when determining whether personal property has been abandoned include the passage of time, the nature of the transaction, the owner's conduct, and the nature and value of the property (see *Jackson v. Honey*, 2007 BCSC 1869 at paragraph 30). Mr. Manchanda says there was a sign at the desk where Mr. Sandhu dropped off the laptop. Photos show that the sign read, "Devices not picked within 30 days are considered abandoned and will be disposed / recycled" (reproduced as written).

18. Although Mr. Sandhu denies seeing the sign, I find based on several time-stamped photos that it was there to be seen. I find it is reasonable for a computer repair store to dispose of devices customers leave behind at some point after reasonable contact attempts. This is particularly true for Mr. Sandhu's laptop, which was unrepairable and therefore had limited, if any, value. Mr. Sandhu has not explained why he did not attempt to collect the laptop for 16 months despite knowing it was ready to be collected. If it had any value to him, I would expect him to have retrieved it by now, or to explain why he could not do so.
19. For these reasons, I find Mr. Sandhu abandoned the laptop. This means Mr. Manchanda had no obligation to continue to hold it or return it to Mr. Sandhu. In any event, Mr. Manchanda did not prevent Mr. Sandhu from retrieving the laptop. There is no legal basis for Mr. Sandhu's claim for a replacement laptop. I therefore dismiss his claim.
20. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Mr. Manchanda was successful but did not pay CRT fees. I dismiss Mr. Sandhu's claim for CRT fees. Neither party claims dispute-related expenses.

## **ORDER**

21. I dismiss Mr. Sandhu's claims and this dispute.

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Micah Carmody, Tribunal Member