



# Civil Resolution Tribunal

Date Issued: April 10, 2024

File: SC-2023-005799

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *The International Union of Operating Engineers – Local 882 v. Randhawa*,  
2024 BCCRT 347

BETWEEN:

THE INTERNATIONAL UNION OF OPERATING ENGINEERS –  
LOCAL 882

**APPLICANT**

AND:

DALJIT RANDHAWA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about the repayment of employment benefits. The applicant society, The International Union of Operating Engineers – Local 882, hired the respondent, Daljit Randhawa. The applicant terminated the respondent's employment and seeks \$2,209 as repayment for car insurance benefits it paid on the respondent's behalf. The applicant is represented by an employee.

2. The respondent says they should not have to repay the applicant because that was not a term under the parties' initial employment contract. The respondent represented themselves.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The 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.
4. Section 39 of the CRTA says that 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.
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. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

### ***Jurisdiction***

7. While neither party raised an issue about the CRT's jurisdiction, I considered whether this matter falls within the jurisdiction of the Employment Standards Branch (ESB). Only the ESB has jurisdiction to order compensation based on the *Employment Standards Act*.

8. However, the applicant brought its claim based on the parties' employment contract. So, the CRT has jurisdiction over the applicant's claim on the basis of contract law, which falls within its small claims jurisdiction over debt and damages.

## **ISSUE**

9. The issue in this dispute is whether the respondent must repay the applicant for paid car insurance benefits after the respondent's employment termination.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant must prove its 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.
11. The respondent signed their first employment contract with the applicant on December 16, 2021 (the 2022 contract). The applicant says that employment contracts are renewed every year. It says the new contract should have been negotiated before the respondent's one year contract anniversary, but the meeting was cancelled due to poor weather. So, the parties met on January 31, 2023. The respondent signed the new contract on February 1, 2023 (the 2023 contract).
12. The respondent was terminated for cause on March 27, 2023. The applicant seeks repayment of \$2,209 for car insurance premiums it paid on the respondent's behalf. The 2023 contract says that in the event of termination or resignation, the respondent must repay the balance of any pre-paid insurance to the applicant or it will be deducted from the respondent's last paycheck. The applicant says it has not been repaid.
13. The respondent says the 2022 contract did not have any repayment clause. They say the applicant failed to provide proper notice of changes to their terms of employment. The respondent also says they felt "under duress and pressured to sign off on the

new terms". The respondent says they were unaware of the updated repayment clause.

14. The problem for the applicant is that despite claiming \$2,209, it provided no evidence about how much it paid for car insurance on the respondent's behalf, such as a copy of the policy or any receipt for the insurance. I note that in the March 27, 2023 termination letter, the applicant wrote that the respondent owed it \$2,024.92 as reimbursement for pro-rated car insurance. The applicant does not explain this discrepancy. So, I find the applicant has not proven it is entitled to the claimed \$2,209. On that basis, I dismiss the applicant's claim for failing to prove its damages.
15. 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. The respondent was successful but did not pay any tribunal fees or claim dispute-related expenses.

## **ORDER**

16. The applicant's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair