



Civil Resolution Tribunal

Date Issued: May 1, 2024

File: SC-2022-009199

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lau v. Li*, 2024 BCCRT 412

B E T W E E N :

AGANA SAU KING LAU

APPLICANT

A N D :

FAYUN LI and YAN WANG

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute between neighbors. Fayun Li and Yan Wang own a home in Richmond, BC. Agana Sau King Lau owns the home next door. Ms. Lau says the respondents' cleaner damaged her property. She also says the respondents'

uncovered garbage bins caused an insect infestation on her property. She claims \$3,000 for the cost of cleaning and repainting her home's exterior and medication to treat a rash she says was caused by the insects infesting her property.

2. The respondents deny all Ms. Lau's allegations and say they do not owe her anything.
3. All parties are self-represented.

JURISDICTION AND PROCEDURE

4. 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. 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.
6. 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.
7. 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.

ISSUES

8. The issues in this dispute are:
 - a. Did the respondents' cleaner damage Ms. Lau's property, and if so, is she entitled to compensation?
 - b. Did the respondents fail to properly maintain their garbage bins, and if so, is Ms. Lau entitled to compensation?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Lau must prove her claims on a balance of probabilities, which means more likely than not. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision. For the following reasons, I dismiss Ms. Lau's claims.

Did the respondents' cleaner damage Ms. Lau's property, and if so, is she entitled to compensation?

10. On August 30, 2022, the respondents hired a cleaner to clean their property's exterior, including the house walls, backyard, driveway, and both walkways. While the cleaner was working, Ms. Lau complained that her property was receiving some backsplash. The respondents say they immediately instructed their cleaner to clean the affected areas of Ms. Lau's property, which he did. Ms. Lau was not satisfied, so the cleaner returned on September 2, 2022, to clean the affected areas of Ms. Lau's property. Evidently Ms. Lau was still not satisfied. On September 13, 2022, she sent the respondents a demand letter setting out some details of the alleged damage.
11. Ms. Lau says the respondents' cleaner damaged her property by getting mud, dirt, and debris on her glass windows, white doors, gate, wood panels, and the surrounding areas. She also says the cleaner left water and other marks on her exterior walls and door and chipped the paint around her exterior door.

12. Ms. Lau submitted a November 23, 2022 statement from CC, who I infer was her tenant at the time. CC said that on August 27 they heard a power washer on the “other side of the fence” and suddenly water was coming through their window. They said there was dirt and debris all over the side of the house. However, the respondents’ evidence is that their cleaner started the work on August 30, 2022, and did not use a power washer. They submitted statements from their cleaner and tenant which I find are consistent with their version of events. Ms. Lau does not address the date discrepancy in CC’s statement. I also find that CC’s statement is vague, and it does not describe the state of Ms. Lau’s property before the alleged incident. For all of these reasons, I place no weight on CC’s statement.
13. Ms. Lau submitted photos and videos taken on September 1, 2022 which I find are consistent with her description of the damage. However, she did not submit any photos or videos showing the condition of her property before the cleaners started their work. The respondents say the damage was pre-existing or otherwise not caused by their cleaner. The respondents say the previous owner of Ms. Lau’s house power washed the external walls in 2021, which caused the damage Ms. Lau complains of in this dispute.
14. I agree with the respondents. I find the evidence Ms. Lau submitted fails to establish that the respondents’ cleaner damaged her property as she alleges. I dismiss this part of her claim.

Did the respondents fail to properly maintain their garbage bins, and if so, is Ms. Lau entitled to compensation?

15. Ms. Lau also says the respondents left their garbage bins open too close to her property, which caused an insect infestation on her property. She says she received insect bites and a rash requiring medical care. She submitted photos of videos showing that one of the respondents’ bins was left uncovered on at least 2 occasions in September 2022. She also submitted a video showing some insects flying in the air on her property. However, she provided no evidence showing that the respondents’ open bin caused an insect infestation. She submitted receipts for 3

prescriptions for medication between July and November 2022, totaling \$214.11. However, she provided no evidence that any rash or other ailment she may have suffered in 2022 was caused by the alleged infestation. I dismiss this claim.

16. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Ms. Lau was unsuccessful, I find she is not entitled to reimbursement of her CRT fees. The respondents did not pay any CRT fees, and none of the parties claimed any dispute-related expenses.

ORDER

17. I dismiss Ms. Lau's claims and this dispute.

Sarah Orr, Tribunal Member