



Civil Resolution Tribunal

Date Issued: May 2, 2024

File: SC-2023-000417

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Herr v. Bhullar*, 2024 BCCRT 417

B E T W E E N :

BUTA HERR

APPLICANT

A N D :

KARMJIT BHULLAR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about payment for car trips. It is linked to three other disputes, SC-2023-000374, SC-2023-003263, and SC-2023-003567, but the issues are different and not all of the parties are the same. So, I have issued a standalone decision for this dispute.

2. Buta Herr says Karmjit Bhullar hired them for two return trips between cities in BC, and one return trip between BC and Alberta, using their personal vehicle. Mr. Herr says Mr. Bhullar agreed to pay them \$3,600, but did not do so. So, they claim \$3,600 for the trips. Mr. Herr is self-represented.
3. Mr. Bhullar denies hiring Mr. Herr for any of the alleged trips. He also says Mr. Herr's claim is out of time under the *Limitation Act*. A lawyer, Gurpreet Bains, represents Mr. Bhullar.

JURISDICTION AND PROCEDURE

4. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states 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. CRTA section 39 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 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 an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUES

7. The issues in this dispute are:

- a. Whether Mr. Herr's claim is out of time under the *Limitation Act*, and
- b. If not, whether Mr. Herr is entitled to \$3,600 for unpaid trips they say Mr. Bhullar hired them for.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Mr. Herr must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision. Mr. Bhullar did not submit any documentary evidence, despite being given the chance to do so.
9. It is undisputed that Mr. Herr and Mr. Bhullar are brothers-in-law. Mr. Herr says Mr. Bhullar hired them to drive Mr. Bhullar and other family members between cities in BC and between BC and Alberta on April 22, October 12, and October 30, 2018.
10. Mr. Bhullar denies hiring Mr. Herr for any of the alleged trips. He says Mr. Herr's inconsistent accounts of who they drove and where prove their claim is "false".

Limitation Act

11. CRTA section 13 says the *Limitation Act* applies to CRT claims. The *Limitation Act* section 6 says the basic limitation period to file a claim is two years after the claim is "discovered". Under section 8, a party discovers a claim when they knew, or reasonably should have known, that they had a claim against another party, and that a court or tribunal proceeding was an appropriate remedy. When the limitation period expires, the right to bring the claim ends, even if the claim would have otherwise been successful.
12. Mr. Herr says they were only able to file their claim once Mr. Bhullar refused to pay for the trips as the parties allegedly agreed. From this, I infer Mr. Herr is saying Mr. Bhullar only refused to pay just before March 10, 2023, which is when Mr. Herr filed their application for dispute resolution.

13. However, I find it is unlikely this is when Mr. Herr discovered their claim. Instead, I find if Mr. Bhullar did not pay for the April and October 2018 trips he allegedly hired Mr. Herr for at the time of each of them, then the discovery date is the date of each trip. Although Mr. Herr says the three trips all cost the same, they only claim a global figure of \$3,600. So, I have used the date of the third trip, October 30, 2018, to calculate the limitation period. This means Mr. Herr had until October 30, 2020 to file their claim. Mr. Herr has not provided any evidence or explanation to support a later discovery date or an extension of the limitation period, such as an acknowledgement of the debt. So, I find Mr. Herr's claim was out of time when they filed their application for dispute resolution on March 10, 2023. I dismiss Mr. Herr's claim.
14. Even if I had not concluded Mr. Herr's claim was out of time, I would have dismissed it for the following reasons.
15. Mr. Herr submitted five photos as evidence of the alleged hire agreement. These photos show Mr. Bhullar with various people in different places (none of whom are Mr. Herr), or outside of buildings, like the banquet hall where Mr. Bhullar held his wedding reception and Mr. Bhullar's wife's house in Alberta. I find none of them provides support for Mr. Herr's claim. Mr. Herr did not submit any other documentary evidence that Mr. Bhullar hired them as they allege. Also, apart from briefly describing where and who they drove, Mr. Herr does not detail any of the alleged agreement's terms, including payment conditions. Overall, there is simply no evidence of Mr. Herr's claim.
16. So, I would have found Mr. Herr had not proven Mr. Bhullar hired them and agreed to pay \$3,600 for the three trips described above.
17. 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. Mr. Herr was unsuccessful, so I dismiss their claim for reimbursement of CRT fees. Mr. Herr did not claim dispute-related expenses. Mr. Bhullar did not pay any CRT fees, but he claims \$5,500 for legal expenses. However, Mr. Bhullar submitted no evidence that he paid this amount. Further, under CRT rule

9.5(3), the CRT will not generally order one party to pay another party's legal expenses except in extraordinary circumstances, which I find do not exist here. So, I dismiss Mr. Bhullar's claim for legal expenses.

ORDER

18. I dismiss Mr. Herr's claims, Mr. Bhullar's claim for legal expenses, and this dispute.

Megan Stewart, Tribunal Member