



# Civil Resolution Tribunal

Date Issued: April 21, 2026

File: SC-2024-009715

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Iida v. Meadow Lane Equine Clinic Ltd.*, 2026 BCCRT 626

BETWEEN:

JUNKO IIDA

**APPLICANT**

AND:

MEADOW LANE EQUINE CLINIC LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alison Wake

## INTRODUCTION

1. The applicant, Junko Iida, brought her horse, Contempo, to the respondent, Meadow Lane Equine Clinic Ltd., for dental treatment. Ms. Iida says that Meadow Lane did not properly “float” Contempo’s teeth. She says this led to further medical issues for Contempo. She claims \$4,255 for reimbursement of veterinary expenses and other costs she says she incurred. Ms. Iida represents herself.

2. Meadow Lane says Ms. Iida's claims are out of time. In the alternative, it says that Ms. Iida has not proved that its treatment of Contempo was negligent. Meadow Lane is represented by a lawyer, Lauren Shenkar.

## **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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
4. 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 am able to fairly make a decision based on the evidence and submissions the parties provided. So, I decided to hear this dispute through written submissions.
5. CRTA section 42 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.

## **ISSUES**

6. The issues in this dispute are:
  - a. Did Ms. Iida file her claim within the applicable limitation period?
  - b. Has Ms. Iida proved that Meadow Lane's treatment of Contempo was negligent? If so, what damages is she entitled to?

## **EVIDENCE AND ANALYSIS**

7. As the applicant in this civil proceeding, Ms. Iida must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all

the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

### ***Late evidence***

8. Ms. Iida provided evidence after the deadline to do so passed. The late evidence consists of a diagram of a horse's jaw, a transcript of Ms. Iida's text message correspondence with Dr. Hodge, and Contempo's previous medical history from Meadow Lane. Meadow Lane had an opportunity to review the late evidence and provide submissions about it, so I find it is not procedurally unfair for me to consider it. With that said, I find Ms. Iida's late evidence does not assist me in determining whether Meadow Lane was negligent. So, I give it no weight in any event.

### ***Background***

9. On January 31, 2022, Dr. Hodge, a veterinarian at Meadow Lane, performed a routine dental treatment for Contempo. This included "floating" Contempo's teeth, which I infer involves filing the teeth to even them out and remove sharp points.
10. On August 19, 2022, Ms. Iida noticed that Contempo was showing signs of colic, such as rolling and pawing in his stall. She contacted Meadow Lane, and Dr. Robyn Kopala attended in person to examine Contempo. Dr. Kopala diagnosed Contempo with medical colic and referred him to an emergency clinic, Paton Martin Veterinary Services Ltd., for monitoring.
11. At Paton Martin, Dr. Joanna Virgin examined Contempo and found that his manure was of slightly fibrous consistency, and he was mildly dehydrated. Dr. Virgin administered intravenous fluids and monitored Contempo overnight. Contempo was discharged the next day.
12. On September 14, 2022, Ms. Iida brought Contempo to Wise Equine Veterinary Services Ltd., where Dr. Raymond Wise examined and floated Contempo's teeth.
13. Ms. Iida says that the reason Contempo developed colic is that Dr. Hodge inadequately floated Contempo's teeth in January 2022, so Contempo could not

properly chew his food. In her Dispute Notice, Ms. lida claimed \$4,255 for veterinary bills and other expenses she says she incurred as a result of the alleged improper floating procedure. In submissions, Ms. lida revised this amount to \$4,512.30. Nothing turns on this difference, given my conclusions below.

### ***Limitation period***

14. Meadow Lane says that Ms. lida did not bring her claim within the applicable limitation period. Ms. lida filed her claim with the CRT, and paid the application fee, on September 1, 2024. Under the *Limitation Act*, a claim must be filed within 2 years of when it is discovered. This means that if Ms. lida discovered her claim before September 1, 2022, it is out of time.
15. Under *Limitation Act* section 8, Ms. lida discovered her claim when she knew or reasonably ought to have known that she had suffered a loss, that Meadow Lane caused the loss, and that a court or tribunal proceeding would be an appropriate means to remedy the loss.
16. Meadow Lane says that Ms. lida discovered her claim on August 20, 2022, when Dr. Virgin examined Contempo. Dr. Virgin's discharge report said that it was possible that Contempo was not able to properly grind hay while chewing, given the fibrous consistency of his manure. Although Dr. Virgin's report does not specifically recommend that Ms. lida have Contempo's teeth checked, Ms. lida says that Dr. Virgin verbally recommended that she do so. Meadow Lane says that based on Ms. lida's evidence on this point, she should have filed her claim on or before August 20, 2024.
17. In contrast, Ms. lida says that she did not discover her claim until September 14, 2022, when Dr. Wise examined Contempo's teeth. Ms. lida says that Dr. Wise told her that Contempo's teeth had not been floated in years, and that is when she became aware that she had a claim against Meadow Lane.
18. I do not accept Ms. lida's submission about what Dr. Wise told her, for reasons I explain below. However, I am not persuaded that Ms. lida knew or ought to have

known that she had a claim against Meadow Lane on August 20, 2022. While Dr. Virgin's report suggested that Contempo may be having trouble chewing, it does not say that Contempo's teeth had been improperly floated or that Dr. Wise's work was deficient, nor is there any evidence that Dr. Virgin suggested this verbally. I find the mere suggestion that Ms. Iida have Contempo's teeth checked is not enough to establish that Ms. Iida knew or ought to have known that she had a claim against Meadow Lane. So, I agree with Ms. Iida's submission that she did not discover her claim until September 14, 2022, and I find she filed her claim within the applicable limitation period.

### ***Negligence***

19. I turn to whether Ms. Iida has proved that Meadow Lane negligently performed Contempo's dental care. To prove negligence, Ms. Iida must prove that Meadow Lane owed her a duty of care, its conduct did not meet the expected standard of care, its failure to meet this standard caused the claimed damages, and her damages were reasonably foreseeable. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.
20. It is undisputed that Dr. Hodge was employed by Meadow Lane when he floated Contempo's teeth in January 2022. At law, an employer is vicariously liable for the actions of its employees performed in the course of their employment. See *Ari v. Insurance Corporation of British Columbia*, 2013 BCSC 1308. So, I find that if Dr. Hodge negligently performed Contempo's dental work, Meadow Lane would be vicariously liable.
21. Meadow Lane does not dispute that Dr. Hodge owed Ms. Iida a duty of care when he floated Contempo's teeth. However, Meadow Lane says that Ms. Iida has not proved that Dr. Hodge breached the applicable standard of care. I agree, for the following reasons.
22. The standard of care that applies here is that of a reasonably competent veterinarian in practice. See *Priest v. Williams Lake Veterinary Hospital Ltd.*, 2011

BCPC 63. Generally, expert evidence is required to prove that a professional breached the applicable standard of care unless the breach is obvious or not technical. See *Bergen v. Guliker*, 2015 BCCA 283 and *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196.

23. Here, I find expert evidence is required to prove whether Dr. Hodge adequately floated Contempo's teeth, as I find the adequacy of veterinary dental work is a technical matter and the breach is not obvious. While I accept that Dr. Virgin and Dr. Wise, as veterinarians, are qualified to provide expert evidence about the applicable standard of care, their respective reports do not specifically address what a teeth floating procedure should entail, nor do they comment on the sufficiency of Dr. Hodge's work. They do not say that Contempo's teeth were improperly floated or that this caused his colic symptoms. So, I find these reports do not assist Ms. Iida.
24. While Ms. Iida says that Dr. Wise told her that Contempo's teeth looked like they had not been floated in years, Dr. Wise did not say this in their report. So, this alleged statement from Dr. Wise is hearsay. Under CRTA section 42, I have discretion to accept hearsay evidence even if it would not be admissible in court. However, here, Ms. Iida's hearsay evidence is about whether Dr. Hodge adequately performed Contempo's teeth floating procedure, which is the central issue in this dispute. Ms. Iida did not explain why she did not provide a direct statement from Dr. Wise about this issue. I find it would be inappropriate to rely on Ms. Iida's hearsay evidence on this point. So, I give no weight to this alleged statement.
25. Ms. Iida also relies on information generated by ChatGPT, a generative artificial intelligence (AI) tool. She says she asked ChatGPT to summarize the common signs of a horse needing their teeth floated. She also asked ChatGPT to summarize Dr. Wise's findings, and to review Meadow Lane's records.
26. Meadow Lane says that this evidence is not reliable. I agree. Previous CRT and court decisions have declined to rely on AI-generated evidence, due to its inherent unreliability. See, for example, *Bahia v. ICBC*, 2025 BCCRT 453, and *Floryan v.*

*Luke et al.*, 2023 ONSC 5108. I agree with this approach, and I place no weight on Ms. Iida's ChatGPT evidence.

27. Finally, I also place no weight on Ms. Iida's evidence and submissions about Dr. Hodge's professional history. Ms. Iida provided a summary of Dr. Hodge's education and employment history, which shows that Dr. Hodge has lived in different countries and practiced in different veterinary fields. Ms. Iida says that "something is not right" about Dr. Hodge's history, and she suggests that they would not leave a business if it was successful. I agree with Meadow Lane's submission that this evidence is also unreliable, as it appears to be AI-generated as well. In any event, I also agree with Meadow Lane that Ms. Iida's submissions on this point are speculative and irrelevant to the issue of whether Dr. Hodge was negligent in their care of Contempo.
28. Overall, I find Ms. Iida has not proved that Dr. Hodge breached the applicable standard of care when floating Contempo's teeth. So, I dismiss her claims.

## **CRT FEES AND EXPENSES**

29. Under CRTA section 49 and the CRT's rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Ms. Iida was unsuccessful, I dismiss her claim for CRT fees. Meadow Lane did not pay any CRT fees, and neither party claimed dispute-related expenses, so I do not order them.

## **ORDER**

30. I dismiss Ms. Iida's claims.

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Alison Wake, Tribunal Member

