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Chu v. Nationwide II Self Storage & Auto Wash Limited Partnership, 2026 BCCRT 1310

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Civil Resolution Tribunal

Date Issued: September 15, 2026

File: SC-2025-001965

Type: Small Claims

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Civil Resolution Tribunal

Indexed as: *Chu v. Nationwide II Self Storage & Auto Wash Limited Partnership*, 2026 BCCRT 1310

B E T W E E N :

NGUYEN DUC NHAT CHU

APPLICANT

A N D :

NATIONWIDE II SELF STORAGE & AUTO WASH LIMITED PARTNERSHIP

RESPONDENT

REASONS FOR DECISION

INTRODUCTION

1. This dispute is about vehicle damage. The applicant, Nguyen Duc Nhat Chu, says his vehicle was damaged while using a car wash owned by the respondent, Nationwide II Self Storage & Auto Wash Limited Partnership. Mr. Chu claims $1,607.35 for vehicle repairs and $850 for loss of vehicle rental income.

2. Nationwide says Mr. Chu's vehicle had pre-existing damage, so it is not responsible for further damage caused by the car wash. I infer that Nationwide is asking that I dismiss Mr. Chu's claims.

3. Mr. Chu is self-represented. Nationwide is represented by its president of operations.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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. These are the CRT's formal written reasons.

5. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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. I also find, given the video evidence, credibility is not a significant issue in this dispute. So, 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. 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

7. The issues in this dispute are:

    a. Is Nationwide responsible for damage to Mr. Chu's vehicle?

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b. If so, is Mr. Chu entitled to reimbursement for $1,607.35 in vehicle repairs or $850 for loss of rental income?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Mr. Chu, as the applicant, must prove his claims on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

9. Based on the evidence and the parties' submissions, I find the following background to this dispute.

10. Mr. Chu owns a 2016 Toyota Rav4, which he rents out through Turo. He currently has Turo's All-Star Host status, which I return to below.

11. On January 1, 2025, Mr. Chu drove his vehicle through Nationwide's car wash. Midway through, the vehicle's rear bumper was partially pulled off by the wheel cleaning machine. The incident is shown on Nationwide's surveillance footage in evidence.

12. The parties disagree about whether Mr. Chu's vehicle had pre-existing damage.

Is Nationwide responsible for damage to Mr. Chu's vehicle?

13. Mr. Chu says there was no pre-existing damage to his vehicle. He relies on photos taken during a December 2024 rental and the video of his vehicle entering the car wash. Mr. Chu also relies on emails from an Insurance Corporation of British Columbia employee saying they saw no damage before the car wash. Based on this, Mr. Chu argues that Nationwide is responsible for his vehicle's damage.

14. Nationwide says Mr. Chu's bumper was already protruding before he entered the car wash. Nationwide relies on still photos taken from the video leading into the car wash, and what I infer is a photo from Toyota's website. I infer, based on Nationwide's emails in evidence, that it is arguing that its signage shows it is not responsible for pre-existing damage.

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15. Though Mr. Chu does not use the words, he is arguing that Nationwide was negligent. To prove negligence, Mr. Chu must prove Nationwide owed him a duty of care, it failed to meet the standard of care, and that Mr. Chu suffered damages caused by that breach.

16. I accept that Nationwide owed Mr. Chu a duty of care not to damage his vehicle while washing it. I find that if Mr. Chu's vehicle had no pre-existing damage, Nationwide's car wash partially removing the bumper breached that standard of care. I also find Mr. Chu clearly suffered damages, supported by the repair estimates in evidence.

17. I turn to whether Mr. Chu's vehicle had pre-existing damage. As I note above, Mr. Chu has the burden of proving his claims. However, Nationwide has the burden of proving a fact it relies on, meaning Nationwide must prove that Mr. Chu's vehicle was previously damaged. For the following reasons, I find it has not done so.

18. First, I have reviewed the vehicle photos provided by Mr. Chu and Nationwide. I accept there is a slight gap between the bumper and where it attaches to the rest of the vehicle. However, I do not agree that this is "protruding", rather than simply 2 pieces of the vehicle's body meeting. The video shows the vehicle at multiple angles as it turns to enter the car wash, and I find the bumper appears generally flush with the rest of the vehicle.

19. Second, I find the photo provided by Nationwide from Toyota's website is very smooth and appears photoshopped. The photo is also not zoomed in and only from one angle. So, I find this photo does not prove that Mr. Chu's bumper was previously damaged.

20. Third, Nationwide says that it has washed many vehicles that are the same make and model as Mr. Chu's, without any damage. However, it provided no supporting evidence and I find this unproven. In any event, I find whether or not another vehicle was damaged by Nationwide's car wash does not necessarily mean that Mr. Chu's vehicle must have had pre-existing damage.

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21. The parties agree, and the video footage shows, that Mr. Chu had no control over his vehicle after it entered the car wash. Instead, once Mr. Chu put his vehicle in neutral, it was pulled along a set track by the car wash. So, I find Mr. Chu did not contribute to the damage.

22. Based on the above, I find Nationwide is responsible for Mr. Chu's vehicle damage caused by its car wash.

23. I note Mr. Chu agrees that there is a sign excluding liability outside the car wash, including for "body damage and scratches". However, Nationwide does not rely on this waiver or suggest it applies here. Instead, Nationwide's emails show that this means Nationwide does not accept liability for pre-existing damage. So, I find the waiver does not apply in these circumstances.

Is Mr. Chu entitled to reimbursement for $1,607.35 in vehicle repairs or $850 for loss of rental income?

24. Mr. Chu has not yet repaired his vehicle. Mr. Chu provided 3 estimates in evidence, showing repairs to his bumper will cost $1,607.35, $1,756.64, or $1,958.01. These estimates show labour hours between 7.9 and 10.7.

25. Mr. Chu also provided evidence from his Turo account, which shows between July 2024 and December 2025, he earned $13,260.79. Mr. Chu says this fluctuates from $375 in slower months to $1,817 in busier months. Mr. Chu also says that if he has to cancel a trip, he will have to pay the customer a $25 or $50 cancellation fee. Mr. Chu claims $850 for loss of rental use, based on a monthly average of $780.05.

26. I find Mr. Chu's claimed repair costs are reasonable, as he is only asking for the lowest estimate. As I find Nationwide is responsible for the vehicle's damage, I find it must pay him $1,607.35.

27. However, I find Mr. Chu's loss of rental income claim is inflated. While I accept that Mr. Chu will likely experience an interruption in rental income while the vehicle is repaired, he has not provided evidence supporting vehicle repairs will take a month,

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particularly given labour estimates of just over 10 hours. I acknowledge there will likely be some waiting periods not included in these time estimates, meaning the repairs will take longer than just a day or two.

28. Further, Mr. Chu has a duty to mitigate his losses. Here, Mr. Chu says he is currently able to rent out his vehicle because he has partially re-attached the bumper himself. So, I find mitigating his damages means not repairing his vehicle during the busiest time of year.

29. Finally, Turo's cancelation policy shows it charges a fee for cancelations within 48 hours and given, Mr. Chu's All-Star Host status, this is currently waived. So, I find it unproven that he will incur this fee.

30. Taking the above into account, I find Mr. Chu is entitled to $300 for loss of rental income.

31. The *Court Order Interest Act* applies to the CRT. However, as Mr. Chu has not yet repaired the vehicle and has not suffered any monetary loss, I make no order for pre-judgment interest.

32. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Chu was generally successful, I find he is entitled to reimbursement of $125 in paid CRT fees. Though Mr. Chu says in the Dispute Notice he is claiming $200 in costs, in submissions he confirms he is only claiming $125 for CRT fees. Nationwide did not claim any dispute-related expenses.

ORDERS

33. Within 30 days of the date of this decision, I order Nationwide to pay Mr. Chu a total of $2,032.35, broken down as follows:

    a. $1,907.35 in damages, and

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b. $125 in CRT fees.

34. Mr. Chu is entitled to post-judgment interest, as applicable.

35. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Amanda Binnie, Tribunal Member

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