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Little Adventures RV Rentals v. Kraus, 2025 BCCRT 1122

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Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Little Adventures RV Rentals v. Kraus*, 2025 BCCRT 1122

B E T W E E N :

LITTLE ADVENTURES RV RENTALS

APPLICANT

A N D :

DONALD KRAUS

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Eric Regehr, Vice Chair

INTRODUCTION

1. The respondent, Donald Kraus, rented a campervan from the applicant partnership, Little Adventures RV Rentals. The applicant says the respondent damaged the campervan, returned it late, and left it dirty. The applicant also says the respondent exceeded the maximum mileage in the parties' contract. After accounting for a $500 deposit it retained, the applicant claims a total of $849.80 for cleaning, mileage, and

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late fees, and an insurance deductible. The applicant is represented by one of its partners, Dale Norman.

2. The respondent denies damaging the campervan. He says he returned the campervan on time and clean. His position about the mileage fee is unclear, which I address below. Overall, he says he should not have to pay anything because the $500 deposit more than covers any amount he may owe. The respondent is self-represented.

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JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.

4. CRTA section 39 allows me to the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties of this dispute question the credibility, or truthfulness, of the other. Resolving credibility may be a reason to hold an oral hearing. However, I must weigh the advantages of an oral hearing against the CRT's mandate to resolve disputes in a speedy, informal, and accessible manner. The CRT must also be proportional. Oral hearings are also not always required to resolve credibility issues. It depends, in part, on what questions turn on credibility, their importance, and the likelihood that cross examination will help resolve them. Here, I am able to make the necessary credibility findings as set out in my decision below. The amount at stake is also relatively small. I therefore 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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

6. In the initial application for dispute resolution, there were 2 applicants. Both were Little Adventures RV Rentals, spelled identically. The applicant told CRT staff it wanted to leave both applicants in. The applicant did not explain why in its submissions. It is unnecessary to have the same legal entity named as an applicant twice, so I exercised my discretion under CRTA section 61 to amend the style of cause to only include the applicant's name once.

ISSUES

7. The issues in this dispute are:

    a. Did the respondent damage the campervan?

    b. Was the respondent late?

    c. Was the campervan dirty?

    d. Is the applicant entitled to mileage fees for extra mileage?

    e. How much, if anything, does the respondent owe the applicant?

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant must prove its claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

9. The respondent rented the campervan from the applicant starting on May 21, 2024. He signed a written contract, which contains the following relevant terms:

    a. The respondent was to return the campervan on May 27, 2024, by 4:00pm. There was a $100 per hour late fee.

    b. The respondent had to pay a $500 "damage/cleaning deposit" which the applicant would return when the campervan was returned "clean and damage free."

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c. The respondent was responsible for paying for any necessary repairs.

d. The applicant would charge a cleaning fee if the campervan's exterior was dirty, dusty, or covered in dead bugs. The respondent also had to clean the interior.

10. The contract lists the campervan's odometer reading at the start of the rental, but contains no terms about a daily mileage limit or charges related to distance travelled.

11. The respondent paid the $500 deposit as required. The applicant still has it.

Did the respondent damage the campervan?

12. The respondent says that when he returned with the campervan on May 27, 2024, Mr. Norman immediately started yelling at him about a dent and scrape on the passenger side rear door and rear quarter panel. The parties each say the other acted inappropriately or aggressively when the respondent returned the campervan. I find that nothing turns on their evidence about that, so I will not address it further. What matters is that Mr. Norman brought up the damage right away.

13. The applicant provided photos showing the dent and scrape, which are significant and would be immediately obvious to anyone looking at the campervan. The applicant also provided a video showing what it says are pre- and post-rental inspections of the campervan. There is no exterior damage in the before video, but the dent and scrape are present in the after.

14. The applicant also provided an email from the campervan's previous renter, who said there was no damage when they returned it. A photo from the previous renter's Google review shows the passenger side of the campervan undamaged. According to that renter's contract with the applicant, they returned the campervan the day before the respondent rented it.

15. In the face of this evidence, the respondent only vaguely denies causing the damage. He says he is "unaware" of how the damage occurred, has "no idea how it

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happened", and does not "believe that the damage was caused by me". He says that there are no dates on the various photos or the video, suggesting the applicant may be fabricating them to get him to pay for damage he did not cause. It is true there are no dates on the photos, but in the video Mr. Norman starts both the before and after inspections by saying the date. The respondent's submissions do not acknowledge this. Overall, I find that the applicant has provided compelling and detailed evidence showing that there was no damage when the respondent took the campervan, and that there was damage when he returned it. I also find it unlikely that the respondent was unaware of the damage, given how obvious it was. I conclude that the respondent's evidence about the damage was not truthful.

16. In terms of damages, the applicant provided what is either a handwritten invoice or estimate for $850 to repair the damage. However, the applicant only claims $500 for an insurance deductible. While there is no evidence of a paid deductible, I find that the applicant likely did have the van repaired through its insurance. The applicant wrote emails to the respondent after the rental stating its intention to get the repairs through insurance and referring to the $500 deductible. Also, if the applicant did not repair the van through insurance, it would have no reason to claim only $500 instead of the full repair cost. So, I find the respondent must pay the $500 deductible.

Was the campervan dirty?

17. Based on the video in evidence, I find that the front of the campervan was obviously dirty. Specifically, the bumper, grill, and roof were covered in dirt and dead bugs. As noted, it was a specific requirement of the contract that the respondent wash the campervan. The contract specifically directed renters to take the campervan to a carwash if the front got dirty from dead bugs.

18. The applicant also says the interior was not clean. The only specific allegation is that the respondent left a bag full of garbage in the back of the campervan. This is confirmed in the applicant's video.

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19. The respondent says he cleaned the campervan but does not give specifics. He does not say he removed all his garbage or that he took the campervan to a carwash. I find the applicant's video proves the campervan's state when it was returned. I find that the respondent breached the contract by failing to return it clean, but not in a significant way. The applicant claims $35 for a cleaning fee, an amount I find reasonable. So, I find the respondent must pay it.

Was the respondent late?

20. In the video taken after the respondent returned the campervan, Mr. Norman says that he was almost an hour late. The respondent denies this, but does not say when he did arrive. There is no independent evidence either way. On balance, I prefer the applicant's evidence because, as noted, I do not believe the respondent has been entirely truthful in his other evidence. For this reason, I find that the respondent was late and that he must pay the $100 late fee.

Is the applicant entitled to extra mileage fees?

21. The applicant alleges that the rental included 160 kilometers per day for a total of 1,120 kilometers. The applicant says the respondent drove 3,615 kilometers. The applicant claims $0.25 per kilometer over the limit, which equals $623.75.

22. The respondent disputes the applicant's calculations, but does not explicitly deny being responsible for extra mileage. Still, the applicant bears the burden of proving its claims. That means it must prove the existence of a contractual term limiting the respondent's included mileage and setting out a rate for additional mileage. As noted, the parties' contract says nothing about mileage, and there is nothing elsewhere in the evidence to explain the basis for the charge. I therefore find this claim unproven, and I dismiss it.

23. This means the respondent owes a total of $635 under the parties' contract. After accounting for the $500 deposit, I find the respondent must pay a further $135.

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24. The *Court Order Interest Act* applies to the CRT. However, the applicant waived its entitlement to pre-judgment interest.

25. Under CRTA section 49, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicant was partially successful, so I find it is entitled to reimbursement of half of its $125 in CRT fees. This equals $62.50. The applicant did not claim any dispute-related expenses. The respondent did not claim any dispute-related expenses or pay any CRT fees.

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ORDERS

26. Within 30 days of this decision, I order the respondent to pay the applicant a total of $197.50, broken down as $135 in damages and $62.50 in CRT fees.

27. The applicant is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

28. I dismiss the applicant's remaining claims.

29. This is a validated decision and order. Under section 58.1 of the CRTA, 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.

Eric Regehr, Vice Chair