

Citation: *Demers v. Pinter*, 2026 YKSM 3

Date: 20260423
Docket: 25-S0009
Registry: Whitehorse

SMALL CLAIMS COURT OF YUKON
Before His Honour Chief Judge Phelps

DON DEMERS

Plaintiff

v.

KRISZTIAN MARK PINTER

Defendant

Appearances:

Don Demers

Krisztian Mark Pinter

Appearing on his own behalf

Appearing on his own behalf

REASONS FOR JUDGMENT

[1] This matter proceeded to trial on March 31, 2026, on a claim for damages by the plaintiff, Don Demers, arising out of a motor vehicle accident on November 22, 2024, (the “Claim”). The Claim was brought against Krisztian Mark Pinter as the registered owner of the 2011 Ford F-150 truck involved in the accident (the “Truck”) on that date. Mr. Pinter was not operating the Truck at the time of the accident, the driver being Mansit Dhaliwal.

[2] Mr. Demers’ recall of the accident is that he was driving northbound on Second Avenue in Whitehorse, Yukon, when the Truck, which was driving southbound on Second Avenue, proceeded to turn left onto Keish Street, cutting in front of Mr. Demers

and causing a collision. Mr. Demers' vehicle was not repairable due to the extent of the damage caused by the accident.

[3] Mr. Demers attended trial having arranged several witnesses, including two eyewitnesses to the accident. At the outset of trial, Mr. Pinter confirmed that he was not challenging the cause of the accident, as his position was that he sold the Truck two days before the accident and was not responsible for damages incurred. This position was set out in Mr. Pinter's reply to the Claim. Preliminary discussions on the record confirmed that Mr. Pinter was prepared to make the following admissions:

1. Mr. Pinter admits that the truck in the accident was a truck he previously owned. His position is that on November 22, 2024, he was no longer the owner of the vehicle.
2. Mr. Pinter is prepared to accept that the accident occurred as set out in the Claim and the driver of the vehicle (the Truck) was at fault.

[4] With these admissions on the record, the two eyewitnesses to the accident were excused. At trial, Mr. Demers called one witness, Chinenye Onumara, and he testified on his own behalf.

[5] Ms. Onumara described herself as a family friend and administrative professional by trade. She has helped Mr. Demers with paperwork and support on matters arising out of the accident. Mr. Demers shared with her his interactions with Mr. Pinter following the accident, and she was present on one occasion when he spoke to an individual

identified as “Lucy” over the phone who was attempting to settle the damages from the accident with Mr. Demers on behalf of Mr. Pinter.

[6] Mr. Demers testified to contacting Mr. Pinter and meeting him approximately one month after the accident in Whitehorse at Tim Hortons to discuss settling his loss. At the meeting, Mr. Pinter advised that he had five vehicles that Mr. Demers could choose from to replace his loss. He also advised Mr. Demers that Mr. Mansit was a relative of his. After this meeting, Mr. Pinter stopped returning his calls.

[7] Mr. Demers was then contacted by Lucy who advised that she would be the point person for Mr. Pinter regarding arrangements for the replacement vehicle. The first vehicle, a 2013 Subaru, was eventually delivered to Mr. Demers for consideration. He test drove the vehicle and noted numerous deficiencies with the vehicle which caused him to return it. Once returned, he called Lucy and requested to view the second vehicle. Lucy stopped all contact with Mr. Demers, and he never viewed a second vehicle.

[8] In light of the refusal of Mr. Pinter and Lucy to continue attempts to settle the loss, Mr. Demers filed the Claim.

[9] Mr. Demers testified that the damages sought in the Claim arise from the loss associated with his car that was involved in the accident, the costs associated with a replacement vehicle he now owns, and the cost associated with the Claim.

[10] The claim for the loss of his vehicle involved in the accident includes:

1. Purchase price in 2024 of \$3,500.00;
2. Parts and maintenance upon purchase of \$1,186.33;
3. Insurance in the amount of \$415.00; and
4. Registration in the amount of \$42.00.

[11] The claim for the replacement vehicle includes:

1. Obtaining the vehicle which was free;
2. Maintenance and repairs to make it roadworthy in the amount of \$2,966.79;
3. Insurance in the amount of \$415.00; and
4. Registration in the amount of \$42.00.

[12] The claim for court related expenses total \$299.06.

[13] The question for the Court is whether Mr. Pinter is liable for the damages caused by the accident and, if so, what damages are appropriate.

[14] At the conclusion of Mr. Demers' evidence, Mr. Pinter presented a bill of sale in relation to the Truck which was entered into evidence. He then sought an adjournment to consider consulting a lawyer before proceeding with his defence. He was granted an adjournment of two weeks to April 14, 2026, at 10:00 a.m.

[15] Mr. Pinter did not attend Court on April 14, 2026, and on noting his absence, his name was paged. Upon confirming that he was not in attendance, it was determined that he had abandoned his defence and the trial was concluded. Mr. Demers was advised that there would be an assessment of the Claim on the evidence presented and a decision would follow.

[16] Mr. Pinter did file a reply to the Claim which states:

I tried to assist as I had just recently sold truck to Mr. Mansit. My plate and insurance may have still been on in the truck. I hadn't had time to cancel them but he didn't have permission to use them. I wasn't driving and I sold the truck. I am trying to find proof of sale from DMV.

[17] Mr. Pinter's bill of sale was dated November 20, 2024, for the sale of the Truck to Taneja Saurav. It is validated by the Registrar of Motor Vehicles dated March 30, 2026. However, there are concerns with this document, being that there is no date indicated when it was filed with Motor Vehicles, and the name of the purchaser differs from the name set out in the Reply.

[18] The RCMP confirmed that Mr. Pinter was the registered owner of the vehicle on the date of the accident, which is recorded on the filed accident report.

[19] Mr. Pinter's liability arises out of s. 92 of the *Motor Vehicles Act*, RSY 2002, c. 153, which states:

In an action for the recovery of loss or damage sustained by a person because of a motor vehicle on a highway,

...

(b) a person who is driving the motor vehicle and who is in possession of it with the consent, expressed or implied, of the owner of the motor vehicle,

shall be deemed to be the agent or servant of the owner of the motor vehicle and to be employed as such, and shall be deemed to be driving the motor vehicle in the course of their employment, but nothing in this section relieves any person deemed to be the agent or servant of the owner and to be driving the motor vehicle in the course of their employment from the liability for the damages.

[20] Mr. Pinter's relative, Mr. Mansit, was the driver of the vehicle when the accident occurred. Mr. Pinter set out in the Reply, and confirmed at trial, that he was still the registered owner at the time of the accident.

[21] Given that Mr. Mansit is related to Mr. Pinter, was driving while the licence plate remained on the Truck, and the insurance was still in effect, I find that he was driving the Truck with the consent of Mr. Pinter. The bill of sale, without further evidence, does not persuade me otherwise.

[22] I accept the evidence of Mr. Demers regarding the discussion with Mr. Pinter and the efforts of Mr. Pinter to settle the loss incurred in the accident. This evidence supports the finding that Mr. Pinter was the registered owner of the Truck at the time of the accident and responsible for the damages.

[23] I find Mr. Pinter liable for damages as follows:

1. For the loss of Mr. Demers' vehicle I award the sum of \$4,686.33 which excludes the claim for insurance and registration as those costs were incurred in any event and not a result of the accident.

2. I decline to award damages in relation to the replacement vehicle which Mr. Demers owns as it holds a value which he states is considerably more than his expenses.
3. For the claim for court-related expenses, I award the sum of \$299.06.
4. For inconvenience, pursuant to s. 59 of the *Small Claims Court Regulations*, O.I.C. 1995/152, I award the sum of \$500.00.

[24] The total of the judgment in favour of Mr. Demers is \$5,485.39.

[25] Mr. Demers will receive pre-judgement and post-judgement interest pursuant to the *Judicature Act*, RSY 2002, c.128.

PHELPS C.J.T.C.