



Civil Resolution Tribunal

Date Issued: July 10, 2018

File: SC-2017-006607

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kauler v. Bnee' Enterprises Ltd. doing business as Ucluelet Petro Canada*,
2018 BCCRT 318

B E T W E E N :

Paul Kauler

APPLICANT

A N D :

Bnee' Enterprises Ltd. doing business as Ucluelet Petro Canada

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about repairs the respondent Bnee' Enterprises Ltd. doing business as Ucluelet Petro Canada did to the applicant Paul Kauler's vehicle. The applicant seeks a total of \$1,271.12, comprised of \$577.62 for alleged overcharges and

\$693.50 for additional expenses he incurred due to the respondent's alleged failure to re-install a part after removing it. The parties are self-represented.

JURISDICTION AND PROCEDURE

2. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
3. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
4. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
5. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

6. The issues in this dispute are a) did the respondent overcharge the applicant for vehicle repairs, b) is the respondent responsible for the applicant's claimed additional expenses due a failure to re-install a part, and c) if so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

7. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
8. The applicant's claims can be generally summarized as follows: 1) overcharging for an "IPR Valve" repair, and 2) causing additional expenses to replace a "PCM power relay" that the applicant says the respondent had removed and failed to replace. I note at the outset that I find the parties' emails in evidence do not support the applicant's claim that the respondent began work on his vehicle without proper authorization.
9. I will deal with the overcharging claim first. In short, the applicant says the respondent charged him far more to replace the IPR valve than other mechanics quoted. I note the applicant agrees the respondent correctly completed the IPR valve repair. I find those other quotes are irrelevant. The applicant chose to take his vehicle to the respondent, and while the applicant says the respondent undertook investigations and diagnosis without authorization, the applicant agrees he asked the respondent to replace the IPR valve. The applicant could have asked for the respondent's hourly rate or a quote first, but chose not to do so. I find the applicant is not entitled to any refund based on the alleged over-charging. I dismiss the applicant's claim for \$577.62 in "overcharges". Given my conclusion, I do not need to address the potential settlement figures the applicant submitted.
10. I turn next to the claim for \$693.50, which relates to the applicant's expenses associated with his having the PCM power relay replaced by a third part mechanic. The respondent says it asked its apprentice who denied removing it. The respondent suggests that the applicant removed it himself in trying to fix his vehicle. However, the respondent does not address the fact that once the PCM power relay was replaced, the vehicle started. If the PCM power relay was in place while in the respondent's possession, the vehicle would have started. But it would not start, and that is why the applicant had to have it towed to the third party

mechanic. On balance, I find the applicant has proved the respondent's staff in error removed and failed to replace the PCM power relay. Accordingly, I find the applicant is entitled to his claimed damages.

11. In particular, the applicant's supporting evidence proves the \$693.50 claim: a \$338 bill for towing his vehicle from the respondent to the third party mechanic, \$58 in bus fare from and to the third party mechanic, and a \$297.50 invoice from the third party mechanic showing the vehicle started after the missing PCM power relay was replaced. The applicant is entitled to reimbursement of the \$693.50.
12. The applicant was successful with one of his two substantive claims. In accordance with the Act and the tribunal's rules, I find he is entitled to reimbursement of \$62.50, half his \$125 in tribunal fees.

ORDERS

13. Within 14 days of this decision, I order the respondent to pay the applicant a total of \$762.47, broken down as follows:
 - a. \$693.50 as reimbursement for expenses related to the PCM power relay,
 - b. \$6.47 in pre-judgment interest under the *Court Order Interest Act*, calculated from July 26, 2017, and
 - c. \$62.50 in tribunal fees.
14. The applicant is also entitled to post-judgment interest as applicable.
15. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.

16. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Vice Chair