



Civil Resolution Tribunal

July 25, 2018

File: SC-2017-006817

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bill's Motorsports v. Baillie*, 2018 BCCRT 377

B E T W E E N :

Bill's Motorsports

APPLICANT

A N D :

Darren Baillie

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Helene Walford

INTRODUCTION

1. This is a dispute about repairs that the applicant Bill's Motorsports performed for the respondent Darren Baillie. The applicant says that the respondent owes \$322.46 for repairs performed on the respondent's 1994 Kawasaki KDX200-EG (the "Kawasaki").

2. The respondent says that he did not authorize the applicant to perform any of the alleged services or work that the applicant claims. The respondent says that the claim is false.
3. The applicant is represented by its principal Bill Perran and the respondent is self-represented.

JURISDICTION AND PROCEDURE

4. 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.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. While the respondent in his Dispute Response referenced an intention to have an in-person hearing, I find I am able to fairly and reasonably resolve this dispute based on the written evidence before me. Parties are instructed during the facilitation process to provide their relevant evidence and arguments before adjudication, and the respondent provided written submissions, although he chose not to provide any supporting documentary evidence. I find an oral hearing is not necessary, and a decision to proceed based on the written material before me is consistent with the court's observations of the tribunal's processes, as set out in the recent decision in *Yas v. Pope*, 2018 BCSC 282.
6. 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.

7. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to do or stop doing something;
 - b. order a party to pay money;
 - c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. Does the respondent owe the applicant \$322.46 for repairs performed on the Kawasaki?

EVIDENCE AND ANALYSIS

9. I have only commented on the evidence to the extent necessary to give context to these reasons. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities.
10. The applicant says that in early September 2017, the respondent brought the Kawasaki in for repairs. The applicant says that on November 1, 2017, the respondent was notified that the repairs were finished.
11. The applicant says that on November 18, 2017 the respondent came to the applicant's shop with another man named Dave who was interested in purchasing the Kawasaki (the "Buyer"). The Buyer asked to take the Kawasaki outside so he could start it up, hear it run, and take it for a test run. After testing the Kawasaki, the Buyer parked the Kawasaki behind his truck. Mr. Perran says that he went back into the shop to get all the repair bills and when he came back, the respondent and the Buyer were loading the Kawasaki onto the back of a truck. Mr. Perran says that he observed the respondent and the Buyer signing paperwork but he did not see any monetary transaction.

12. Mr. Perran says that he asked the respondent and the Buyer to take the Kawasaki off the truck and bring it back to the shop as the bill for the repairs still needed to be paid. The applicant says that once inside the shop, the Buyer advised that “his end of the deal was taken care of” and the Buyer walked out of the shop and drove away with the Kawasaki. The applicant says that when Mr. Perran asked the respondent for payment, he refused. The applicant says that the respondent stated he had already paid the applicant \$320 and was not giving the applicant any more money.
13. The applicant filed three sales orders, (together the “Sales Orders”) as follows:
 - Sales Order 0041269 dated September 15, 2017 of \$151.26 (Sales Order 1) for brake repair work on the Kawaski
 - Sales Order 0041272 dated October 12, 2017 of \$322.46 (Sales Order 2) for the following items:
 - \$31.26 – balance owing from Sales Order 1
 - \$227.50 for 3.5 hours of labour at \$65 per hour;
 - \$32.50 for trouble shooting a starter problem; and
 - \$31.20 GST & PST
 - Sales Order 0041273 dated October 26, 2017 of \$200.10 for work on the respondent’s E-Bike (Sales Order 3)
14. The applicant agrees that the respondent paid \$320 cash. However, of that amount, \$200 went to pay Sales Order 3 and the remaining \$120 went towards payment of Sales Order 1. The applicant says that the balance owing of \$31.26 from Sales Order 1 was carried forward to Sales Order 2, and that Sales Order 2 of \$322.46 remains due and owing.
15. The respondent says that Mr. Perran has made false accusations against him and has invented a false claim. The respondent says that he did not sign any work orders or agree to work orders for the work performed on Sales Order 2.

16. The applicant did not provide any evidence such as a signed work order indicating that the respondent authorized the work on Sales Order 2. However, I find that if the respondent had not authorized the additional repairs to the Kawasaki that are indicated on Sales Order 2, the respondent would have paid the \$31.26 owing from Sales Order 1 and taken the Kawasaki from Bill's Motorsports. The respondent has not indicated that he was unable to pay the \$31.26 owing from Sales Order 2 or that he left the Kawasaki at Bill's Motorsports for any other reason. I find that the respondent would not have left the Kawasaki at Bill's Motorsports if he was not having the additional repairs performed on the Kawasaki, which I find were the work described in Sales Order 2. I find this conclusion is the most likely, having considered all of the evidence before me.
17. I accept that the applicant completed the work performed on the Sales Orders. I find that the respondent must pay the applicant \$322.46 for repair services performed to the Kawasaki. The applicant is also entitled to pre-judgment interest on the \$322.46 from October 12, 2017, under the Court Order Interest Act (COIA).
18. The tribunal's rules provide that the successful party is generally entitled to recovery of their fees and expenses. As the applicant was successful, I order reimbursement of \$125 that the applicant paid in tribunal fees.

ORDERS

19. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$450.18, broken down as follows:
 - a. \$322.46 for repair services performed to the Kawasaki,
 - b. \$2.72 in pre-judgment interest under the *COIA*, and
 - c. \$125.00 in tribunal fees.
20. The applicants are entitled to post-judgment interest under the *COIA*.

21. 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.
22. 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.

Helene Walford, Tribunal Member