



Civil Resolution Tribunal

Date Issued: August 9, 2018

File: SC-2017-007041

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Minhas v. RDR TIRE & AUTOCENTRE LTD.*, 2018 BCCRT 434

B E T W E E N :

Mandeep Minhas

APPLICANT

A N D :

RDR TIRE & AUTOCENTRE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This is a dispute about alleged damage to the 4 rims of the applicant Mandeep Minhas' car. The applicant says the damage was done during a winter tire change performed by the respondent, RDR Tire & Autocentre Ltd. The applicant wants

\$1,456 for the repair costs to fix the 4 wheels. The applicant is self-represented and the respondent is represented by an employee or principal, Reanae Kumar.

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.
4. 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.
5. 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.
6. 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.

ISSUE

7. The issue in this dispute is whether the respondent damaged the applicant's car's rims during the winter tire change, and if so, what remedy is appropriate.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.
9. The applicant says that during the October 30, 2017 tire change, the respondent damaged the 4 rims on his car's tires. The applicant describes the damage as indents at the outer lip, which are visible in the photos in evidence. The applicant also says the respondent used permanent marker to try and cover up the damage, without his knowledge or consent. The applicant says the marker spots are visible.
10. The applicant's car is a 2017 Mercedes Benz C43 AMG sedan. He bought it new earlier in 2017, and had originally had his wheels re-finished in black on August 8, 2017.
11. In this dispute, the respondent relies on the opinions of 2 "wheel shops", which it provided and which were based on the applicant's photos of the rims. Those opinions state that the wheels were not damaged due to a tire machine and appeared to be damaged by curbs or rock chips. They also stated that the damage had dirt in them and thus the damage was old.
12. It is undisputed that the respondent tried to cover the rim damage with a permanent marker. If the damage was old and already filled with dirt, the respondent would not have been able to do that. The applicant picked up his car from the respondent at around 5:45 p.m. on October 30, 2017. On October 31, 2017, at 8:08 a.m., the applicant texted the respondent that he noticed his wheels had "indents on them from the tire change ... is this normal?" and noted the marker. The respondent did not deny the damage was from the tire change and

instead wrote “it is normal and I have a pen for it ... “. I agree with the applicant. I find it is likely that the respondent caused the damage and I find it is responsible for the associated repair.

13. The applicant obtained a quote of \$1,300 plus tax (\$1,456 total) to repair the respondent’s damage, which came from the same shop that did the original paint job. The respondent did not dispute this amount and I find it is reasonable. The applicant is entitled to an order for \$1,456. I do not order pre-judgment interest on this amount, as the applicant has not yet incurred the repair expense.
14. In accordance with the Act and the tribunal’s rules, as the successful party I find the applicant is entitled to reimbursement of the \$125 he paid in tribunal fees. The applicant did not claim dispute-related expenses in his submissions before me.

ORDERS

15. Within 14 days of this decision, I order the respondent to pay the applicant a total of \$1,581, broken down as follows:
 - a. \$1,456 in damages for the applicant’s wheel rims, and
 - b. \$125 in tribunal fees.
16. The applicant is also entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
17. 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.
18. 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