



Civil Resolution Tribunal

Date Issued: September 18, 2018

File: SC-2018-001030

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dion v. Sunrise Ford Sales Ltd.*, 2018 BCCRT 533

B E T W E E N :

Jude Dion

APPLICANT

A N D :

Sunrise Ford Sales Ltd.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant, Jude Dion, wants \$2,240.91 from the respondent, Sunrise Ford Sales Ltd. for lights for a truck. The applicant made an offer to buy a new custom-order 2017 Ford F150 truck from the respondent. At the same time, the parties agreed the applicant would get a trade-in value for his used 2007 GMC vehicle. When the F150 arrived on the respondent's lot, the applicant personally ordered almost \$28,000 in specialized lights and equipment for it, with associated wiring and installation.
2. The applicant says he asked to buy back the driving lights he had installed on his 2007 GMC vehicle that he traded in, and the respondent agreed and accepted \$600 cash. The applicant's wish was to have his old lights installed on the new truck. In this dispute, the applicant says the respondent refused to return his old lights or the \$600 he paid for them. The applicant also wants \$1,334.91 for the cost of lights he says he had to buy instead, plus \$306 for 3 hours of their installation.
3. The respondent says the \$600 cash payment went towards paying for the special order job. Ultimately, the applicant did not complete the purchase of the F-150 truck. The respondent says the applicant was still liable for the repair bill that related to the special order that was never paid for, and so should not recover anything in this dispute. The parties are 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.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a “she said, she said” scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal’s mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the recent decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized the tribunal’s process and that oral hearings are not necessarily required where credibility is in issue.
7. 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.
8. 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

9. The issue in this dispute is to what extent, if any, the respondent owes the applicant \$2,240.91 for the replacement of vehicle lights.

EVIDENCE AND ANALYSIS

10. In a civil dispute such as this, the applicant bears the burden of proof on a balance of probabilities. I have only commented upon the evidence and submissions to the extent necessary to give context to these reasons.
11. Between February and May 2017, the parties had discussions about the applicant buying a new F150 truck to replace his 10 year old GMC truck. On May 9, 2017, the parties had agreed to the specifications and the terms, and the respondent made a factory special order for the new truck, which would take a few months to arrive. The applicant's purchase of the F150 fell through in August 2017, because the applicant believed the respondent had failed to honour a trade-in value of \$29,500 for his 2007 GMC. I accept the respondent's explanation that after taking into account Ford discounts, the trade-in value amounted to \$29,500, even though the GMC itself was valued at around \$18,000. In other words, based on the evidence before me, I accept that the respondent never failed to honour the parties' pricing deal for the F150.
12. It is undisputed that the applicant made a special order directly with the respondent's parts and service department for custom accessories valued at \$27,839.62 including labour. At the time, the applicant had not yet completed the paperwork for the F150's purchase, and as noted above later in August 2017 the applicant refused to complete the purchase.
13. It is also undisputed that the applicant had old driving lights on his GMC truck that he wanted removed and installed on the new F150 truck. It is further undisputed that in July 2017, while the special order accessories work was being done on the F150 at the applicant's request, the applicant gave the respondent's employee \$600 cash. However, the respondent says this went directly towards paying for the special order job, which cost far more than \$600. It is also undisputed that the respondent had sold the applicant's old 2007 vehicle within about a month after the trade-in.

14. In this dispute, what matters is whether the respondent ought to have returned the applicant's old GMC's driving lights, for the \$600 cash. If so, the question is then to what extent must the respondent reimburse the applicant for the lights the applicant says he had to buy instead.
15. After the deal with the applicant fell through, the respondent sold the F150 custom-order truck about 10 weeks later, in late October 2017, with the GMC's driving lights on it. It appears that some of the applicant's special order installation costs were recouped by the respondent in this sale, but I accept on the evidence before me that more than the \$2,240.91 claimed in this dispute was not recovered.
16. The respondent also disputes the old lights' replacement value of \$2,240.91, as claimed by the applicant. The respondent says the applicants' old lights were 10 years old and could likely be purchased online for \$100 or less. The respondent also says the applicant would have had to pay the installation component in any event. I am inclined to agree that the applicant has not proved he is entitled to the significant amount claimed for the old lights, but given my conclusion below I find I do not need to make a finding in this respect.
17. First, I find the applicant has not proved the \$600 cash he paid was for his old lights' removal and re-installation on the F150 truck. It would be reasonable for the respondent to expect the applicant to pay some deposit towards the special order job, and this supports the respondent's position.
18. Second, quite apart from the fact that the F150 was a special factory order, the applicant directly ordered the special order job, at a cost of almost \$28,000. Yet, other than the \$600 cash, he never paid for that special order. I have found above the respondent did not fail to honour the parties' agreed pricing for the F150 truck. I find the value of the applicant's old driving lights is more than set off by the respondent's loss in not receiving payment for the special order installation. In all of these circumstances, I find the applicant is not entitled to payment of anything for the lights at issue in this dispute.

19. In accordance with the Act and the tribunal's rules, as the applicant was unsuccessful I find he is not entitled to reimbursement of tribunal fees.

ORDER

20. I order the applicant's claims, and therefore this dispute, dismissed.

Shelley Lopez, Vice Chair