



Civil Resolution Tribunal

Date Issued: November 13, 2018

File: SC-2018-000304

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Moga Truck Repair Ltd v. Dhaliwal*, 2018 BCCRT 717

B E T W E E N :

Moga Truck Repair Ltd

APPLICANT

A N D :

Surinder Dhaliwal

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

- 1) This dispute is about payment for car repairs. The applicant, Moga Truck Repair Ltd, claims an outstanding balance of \$1,083.48, plus interest, for July 2017 repairs it did on the truck owned by the respondent, Surinder Dhaliwal.

- 2) The respondent says the applicant failed to properly diagnose the truck's problem and did unnecessary work. The respondent says he paid \$2,000 for the work that was necessary and done incorrectly. The applicant is represented by Harjit Brar, an employee or principal. The respondent is self-represented.

JURISDICTION AND PROCEDURE

- 3) 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.
- 4) The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to resolve this dispute based on the documentary evidence and written submissions before me, which is consistent with the tribunal's mandate that includes proportionality and a speedy resolution of disputes.
- 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.

ISSUE

- 6) The issue in this dispute is whether the applicant is entitled to payment of its outstanding \$1,083.48 invoice, plus interest.

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 says because its invoice clearly states there is no warranty, there is no warranty at all. The applicant says that usually it does not cover any workmanship warranty, but provides a warranty for faulty parts or damage “for our regular customer like ICBC”. As the work on the respondent’s truck was all labour, with no parts supplied, the applicant says there is no applicable warranty.
- 9) I find the material point in this dispute is that the applicant bears the burden of proving it reasonably did the work for which it claims payment. I do not agree that because the invoice stated there was no warranty that this means the applicant did not have an obligation to reasonably fulfill its agreement to repair the respondent’s vehicle. A mechanic has a duty to perform repairs to a reasonable standard (see *Panaich v. Abbotsford Truck & Trailer Repair*, 2016 BCPC 0034 at paragraph 34, a case about a mechanical “patch job”, cited in *Le Bel v. ICBC et al*, 2016 BCPC 0126 at paragraph 58). I find that the absence of a warranty means only that the respondent could not return to get his car fixed if the same problem arose in future.
- 10) Moreover, the applicant has been inconsistent in its evidence about any warranty. In its reply submission, the applicant says that by taking the truck to another shop without the applicant’s authorization, this “would void warranty”. The invoice has fine print on the bottom, which states “claims for defective material and workmanship must be made within 7 days”. This conflicts with the “no warranty” statement on the invoice. In any event, it is the applicant seeking payment in this dispute under the parties’ contract, rather than the respondent seeking a refund under warranty. I find nothing in this dispute turns on whether the applicant provided a warranty.
- 11) The applicant says its proof is the invoice that shows the work done. The applicant says the claimed amount is appropriate “considering our labour cost and interest

rate and time spent” on the respondent’s truck and this dispute. The applicant’s invoice has 2 line items, “Deff patch job by machine shop” for \$2,280, and “We checked and replaced shaft and fixed the problem” for \$380. The July 13, 2017 invoice was for \$3,083.4 and reflected an outstanding \$1,083.48 balance, the amount claimed in this dispute.

- 12) It is undisputed that the respondent dropped his truck off multiple times in order to get it fixed by the applicant. In particular: dropped off July 10, 2017, picked up July 13; dropped off July 14, picked up July 15; dropped off July 17, and picked up July 20. On July 20, 2017, the respondent took the truck to another repair shop and had the issue repaired at a cost of \$718.06.
- 13) In his earlier Dispute Response, the respondent said the Deff patch job was unnecessary and was done incorrectly. The respondent provided photos and a video of oil leakage. The applicant does not deny it did this work incorrectly, and as noted above relies on its “no warranty” statement on its invoice. On balance, I accept that the applicant did not do the repair work properly. I find the applicant has not proved it is entitled to payment of the invoice balance claimed.
- 14) Given my conclusion above, I do not need to address the applicant’s interest claim. In accordance with the Act and the tribunal’s rules, as the applicant was unsuccessful I find it is not entitled to reimbursement of tribunal fees.

ORDER

- 15) I order the applicant’s claims and this dispute dismissed.

Shelley Lopez, Vice Chair