



# Civil Resolution Tribunal

Date Issued: December 3, 2018

File: SC-2017-007139

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Quick Signs Inc v. Andrew Rabek doing business as England Painting*,  
2018 BCCRT 789

B E T W E E N :

Quick Signs Inc

**APPLICANT**

A N D :

Andrew Rabek doing business as England Painting

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Eric Regehr

### INTRODUCTION

1. The respondent, Andrew Rabek doing business as England Painting, hired the applicant, Quick Signs Inc, to put a vinyl wrap on the respondent's work van. The respondent was unhappy with the quality of the applicant's work and refuses to pay. The applicant claims \$2,998.16, broken down as follows:

- a. \$2,428.16 for the wrap of the van.
  - b. \$450 for extra work the applicant did on the van.
  - c. \$120 as reimbursement for a credit card chargeback fee.
2. The applicant is represented by its president, Stan Wieckowski. 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. 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 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**

7. The issues in this dispute are:
  - a. Did the applicant breach the warranty that the vinyl wrap would be durable for a reasonable period of time?
  - b. How much, if anything, should the respondent pay for the vinyl wrap?
  - c. Is the applicant entitled to be reimbursed for extra work it did on the van?
  - d. Is the applicant entitled to be reimbursed for the credit card chargeback fee?

## **EVIDENCE AND ANALYSIS**

8. In March 2017, the respondent approached the applicant about having the respondent's work van wrapped to advertise his painting business. On March 14, 2017, the applicant provided an estimate of \$2,428.16, which included design, fabrication and installation of the wrap. The respondent paid a 50% deposit on his credit card.
9. On April 8, 2017, the applicant installed the wrap. The respondent paid the remaining amount on his credit card. The respondent states that April 8, 2017 was a rainy day and that when he picked up the van, it was sitting outside in the rain.
10. The respondent immediately complained that there were air bubbles in the wrap.
11. On April 13, 2017, the applicant emailed the respondent that it would fix the bubbles once there was at least a week of no rain and dry air. The applicant acknowledged that the weather is very important for installing vinyl wraps.
12. The applicant tried to fix the air bubbles several times, but the respondent was still not satisfied with the quality of the applicant's work.

13. The respondent initiated a dispute process through his credit card and was successful in receiving a full refund.
14. The applicant submits that the respondent had unrealistic expectations about the product he was buying. The applicant states that vinyl wrap advertising is only designed to last for around 3 years. In addition, it is not always possible to get the vinyl to wrap perfectly on a vehicle.
15. The applicant submits that the repaired wrap is adequate for vehicle advertising. The applicant submits that vehicle advertising does not need to be flawless because customers generally see it from a distance, and generally while the van is in motion.
16. The respondent states that the problems go beyond air bubbles. The respondent submits that the vinyl is now peeling and cracking. The respondent believes that the wrap was flawed from the start due to the applicant's decision to install it in a single day and then to leave the van out in the rain.
17. The applicant provided photos from the day it installed the wrap. The ground is wet in the photographs. The applicant also provided photographs from May 9, 2017, after the applicant states it fixed certain areas of the wrap.
18. The applicant also provided photographs from the respondent's website, which include the van. The applicant submits that the respondent would not use photographs of the van if he did not think it looked good enough.
19. The respondent provided photographs from 2017 and 2018. The exact dates of the photographs are not in evidence. The photographs show areas where the vinyl wrap is peeling and where the applicant's patchwork repairs are pulling away from the vinyl wrap. There are areas that looked normal in the applicant's May 2017 photographs that had noticeably deteriorated by the time the respondent took his photographs.
20. Section 18(c) of the *Sale of Goods Act* (SGA) states that there is an implied condition that goods will be durable for a reasonable period of time.

21. I accept the applicant's general point that advertising on a vehicle does not need to be flawless to achieve its purpose. However, I agree with the respondent that the defects in the wrap go beyond the sort of minor flaws that no one would notice. I find that the unsightly defects would be noticeable even without closely inspecting the van.
22. The applicant's evidence is that the vinyl wraps should last for 3 years. Based on the photographs from 2017, the wrap lasted less than 9 months. In addition, the applicant acknowledged the importance of weather in vinyl wrap installation and did not dispute the respondent's evidence that the vinyl wrap was installed in one day, possibly while the van was still wet, and was left in the rain after installation.
23. I therefore find that the applicant breached the condition in section 18(c) of the SGA.
24. Section 15(4) of the SGA states that if a purchaser accepts the goods, they have to treat the breach of a condition as a breach of warranty. This distinction matters because section 56 of the SGA sets out remedies for a breach of a warranty. In particular, section 56 states that a buyer may make a claim for a reduction in the purchase price.
25. The respondent has continued to use the vehicle despite the flawed wrap. I accept that for a period time, to most observers the wrap would have looked perfectly normal. I therefore cannot find that he has received no value from the applicant.
26. I find that reducing the purchase price is the appropriate remedy for the applicant's breach of section 18(c) of the SGA. I find that the wrap was fit for its purpose for no more than 9 months after installation, or 25% of its expected usable life.
27. The applicant argues that the respondent had no complaint about the graphic design or vinyl wrap fabrication aspects of the job, which represent the majority of the cost of the job. I dismiss this argument. Without proper installation, the design and manufacture of the wrap do not have any standalone value.

28. I therefore order the respondent to pay the applicant \$607.40.
29. The applicant also seeks to be reimbursed \$450 for extra work it did in the interior of the van. The applicant also states that it provided free decorating of the van's interior in an attempt to make him happy. The respondent states that some of this work was part of the initial quote. The respondent concedes that the applicant wrapped a logo around a handle, which the respondent did not ask it to do.
30. The applicant admits that it did this work free of charge hoping to make the customer happy after the respondent had complained. While it obviously did not satisfy the respondent's complaints, the applicant cannot now go back and seek to charge for work that the respondent never agreed to pay for. I dismiss this claim.
31. The applicant also seeks to be reimbursed for the credit card chargeback fee of \$120. The applicant provided the credit card company's chargeback credit statement. There is no indication on the statement that the credit card company charged the applicant any money for the chargeback. Even there was objective evidence of a chargeback fee, the fee is between the applicant and the credit card provider, and the respondent is therefore not responsible. I dismiss this claim.
32. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Although I have ordered the respondent to pay some money to the applicant, I find that the respondent was the successful party in this dispute. I decline to order the respondent to reimburse the applicant its tribunal fees. The respondent did not claim any dispute-related expenses.

## **ORDER**

33. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$617.86, broken down as follows:
  - a. \$607.40 as payment for the vinyl wrap, and

b. \$10.46 in pre-judgment interest under the *Court Order Interest Act*.

34. The applicant's remaining claims are dismissed.
35. The applicant is entitled to post-judgment interest, as applicable.
36. 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.
37. 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.

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Eric Regehr, Tribunal Member