



Civil Resolution Tribunal

Date Issued: December 28, 2018

File: SC-2018-003124

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Steel v. Bluestreak Automotive Ltd.*, 2018 BCCRT 912

B E T W E E N :

Nikida Steel

APPLICANT

A N D :

Bluestreak Automotive Ltd.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Volk

INTRODUCTION

1. This is a dispute about vehicle repairs. The applicant, Nikida Steel, asks for \$4,500 refunded for vehicle repairs and for damage by the respondent, Bluestreak Automotive Ltd. The applicant says the repairs were not complete, were unnecessary or that the respondent caused additional damage. The applicant also

asks for \$440 for transit passes while her vehicle was unusable. Each party is self-represented.

2. For reasons set out below, I dismiss the applicant's claims.

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 relationships between parties that may continue after the dispute resolution process has ended.
4. The tribunal may decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. I find that I can fairly resolve this dispute by writing based on the documents and written positions before me because 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 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 to stop doing something; order a party to pay money; or order any other terms or conditions the tribunal considers appropriate.

ISSUES

7. The issues in this dispute are:
 - a. Did the respondent repair the vehicle as invoiced?

- b. Is the applicant entitled to damages for inadequate repairs?
- c. Is the applicant entitled to \$440 for transit passes while the vehicle was unavailable?

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 explain my decision.
- 9. Between July 14, 2017 and September 22, 2017, the respondent repaired or replaced parts in the applicant's 2004 BMW resulting in five invoices. Overall, the applicant was invoiced for replacing the battery, spark plugs, standard ignition coil, the rear brakes, front struts, front brakes, upper strut mount, right front headlight and the front forward control arm. It is undisputed that the applicant paid the invoices totaling \$3,113.69.
- 10. The parties agree that the respondent had the applicant's vehicle for periods of time while repairing it. The applicant's submissions confirm that the vehicle was in and out of the respondent's shop and not kept continuously.
- 11. The applicant says the respondent did not do some or all the repairs. And, that some of the repairs were unnecessary because they were done previously. The applicant also says the respondent caused more damage leaving her without a working vehicle. As a result, the applicant says she had to buy eight months of bus passes and that the repair issues impacted other elements of her life.
- 12. There is insufficient evidence to support the applicant's allegations. The applicant is not a mechanic. Therefore, I place no weight on her opinion about whether the repairs were necessary or whether the repairs the respondent performed were not carried out according to industry standards.

13. The applicant says another mechanic told her in October 2017 that the only problem with the battery was an incorrect module, which she says the respondent denied. There is no evidence before me from that other mechanic. Therefore, I place no weight on the applicant's hearsay evidence about what the other mechanic said, given there is also no explanation before me as to why the applicant did not obtain a statement from that other mechanic.
14. There is also no evidence before me that the applicant took the vehicle to another mechanic to repair the alleged errors by the respondent or other evidence regarding those allegations. Furthermore, there is no evidence of the cost of the alleged additional damage.
15. The applicant provided screen shots of text messages sending photographs of groups of documents, many of which were not legible. The applicant did not explain how this evidence supported her submissions. The text messages indicate the documents may show the repairs were previously done. That alone does not prove the repairs done by the respondent were not necessary. The documents that were readable did not call into question the repairs done by the respondent.
16. Even if the applicant had provided evidence to show that the repairs were unnecessary or done incorrectly, there was insufficient evidence to show that bus passes were required for 8 months. At most, the evidence shows that a bus pass may have been needed for some of the 3 months during which the repairs were occurring. This does not necessarily establish that the respondent is responsible for the cost of the bus pass.
17. Given the evidence and submissions before me, I find the applicant has not proved she is entitled to a refund of \$4,500 for repairs and additional damage, or the claimed \$440 for bus passes.
18. In accordance with the Act and the tribunal's rules, as the applicant was unsuccessful I find she is not entitled to reimbursement of tribunal fees.

ORDERS

19. I dismiss the applicant's claims and this dispute.

Megan Volk, Tribunal Member