



# Civil Resolution Tribunal

Date Issued: March 5, 2019

File: SC-2018-006231

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Laundry v. High Caliber Adventures Ltd.*, 2019 BCCRT 259

**B E T W E E N :**

Alan Laundry

**APPLICANT**

**A N D :**

High Caliber Adventures Ltd.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Megan Volk

### **INTRODUCTION**

1. The applicant, Alan Laundry, says the respondent, High Caliber Adventures Ltd., damaged his boat while carrying out work on it. The applicant seeks an order for payment of \$2,200.80 for repair costs and \$599.57 for transportation costs in moving the boat to the respondent. The applicant represents himself. A principal represents the respondent.

## **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 118 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.
3. 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.
4. 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.
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.

## **ISSUES**

6. The issues in this dispute are:
  - a. Is the applicant entitled to \$2,200.80 in damages for inadequate repairs?
  - b. Is the applicant entitled to \$599.57 in transportation costs?

## EVIDENCE AND ANALYSIS

7. The applicant bears the burden of proof for the claim on a balance of probabilities. I have reviewed all submissions and evidence provided. I refer only to the relevant evidence necessary to give context to my decision.
8. The parties agree that the applicant took his boat to the respondent for repair, which was done between November 2017 and April 2018. The original estimate lists the following repairs: remove interior and flooring, poly wrap walls, ceiling and dahs, remove waste and fuel tank, assess hull for damage, jig boat to prevent shifting, cut out damaged area, weld in new bottom and blend, install fuel tank and holding tank, install floor and interior and conduct a test run. The total estimate was for \$12,801.60.
9. The applicant says the respondent damaged two control cable ends (or plugs) for the outboard motor. According to the applicant, when the respondent removed these cables it left tool marks on them damaging them. The respondent denies damaging the control cable ends and says the ends were improperly connected before the respondent received the boat.
10. The applicant says only trained technicians have worked on the boat. The applicant uses the boat primarily in the Pacific Ocean and as a result he has the engines inspected and maintained each spring by technicians certified by the engine manufacturer. The respondent says that the applicant and his wife tried to put the cable control end together themselves when they initially picked up the boat. And, that the applicant agreed that the control cables must have been poorly installed previously, when the kicker was installed.
11. The applicant also says the respondent damaged the boat's fuel system. According to the respondent, an inspection found the fuel pick-up tube and check valve in the fuel tank were unusable. The respondent says that it was contracted to repair the boat's hull and fuel tank, and not the fuel system. The applicant says the fuel pick up tube and check valve were a part of the fuel tank repair. The respondent

disagrees. In any event, the respondent says that the aluminum pick-up tube is easily damaged when removed, which the respondent says it did not do.

12. Additionally, the applicant says that material was found in both fuel filters when the boat was received back from the respondent. The respondent says the new fuel tank was pressure tested and cleaned before installation. The respondent speculates that the fuel system must have been contaminated by the old fuel tank.
13. The applicant provided 5 photos: 2 are of the cable ends, 2 are of the fuel filter, and 1 is a weld spot. From the photos I am unable to say whether the cable ends, fuel filter or weld are deficient.
14. The applicant also provided a handwritten initialed note on a blank piece of paper. I infer from the applicant's description that the note is from a technician certified by the manufacturer. The note says what the technician did to repair the damaged cable ends and damage to the fuel system. However, the note does not establish what caused the damage or whether the fuel pick up tube and check valve are a part of a fuel tank repair.
15. On the evidence, I find there is insufficient evidence to support the applicant's claims against the respondent. The applicant is not a mechanic. Therefore, I place no weight on his opinion about whether the repairs were carried out according to industry standards or caused damage. Although the applicant says the boat was inspected each spring no information from those inspections was provided. If that information showed the boat's condition before the repairs and substantiated the applicant's position here, I would have expected the applicant to provide evidence from those inspections.
16. The parties agree the applicant notified the respondent of a suspected defective weld and that a representative of the respondent told the applicant to bring the boat back and they would repair the weld. Consequently, the applicant transported his boat from Prince George to Aggasiz, British Columbia (1,400 km). The respondent says that an inspection revealed no defective weld. The applicant says water

entered the boat bilge when tested on the water but does not specifically dispute that the weld was not defective. As such, I accept that the weld was not defective.

17. The applicant says that the respondent should pay for the transportation costs because the trip was unnecessary. However, there is insufficient evidence before me to conclude that the respondent is responsible for the trip. The evidence is that the applicant was concerned with the weld spot and the respondent agreed to look at it. There was nothing wrong with the weld spot but there is no evidence the respondent could have known that without inspecting the boat. And, it was always open to the respondent to take the boat to a technician locally who could confirm whether the weld spot was deficient before undertaking the lengthy trip back to Aggasiz. As such, I find the applicant has not proved the respondent is responsible for reimbursing his travel expenses.
18. As the applicant was unsuccessful, under the Act and rules I also dismiss his claim for reimbursement of tribunal fees and dispute related expenses.

## **ORDER**

19. I find the applicant's claims, and therefore this dispute, must be dismissed.

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Megan Volk, Tribunal Member