



# Civil Resolution Tribunal

Date Issued: March 5, 2019

File: SC-2018-007755

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anderson v. 308298 B.C. Ltd.*, 2019 BCCRT 260

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

Chris Anderson

**APPLICANT**

**A N D :**

308298 B.C. Ltd.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Lynn Scrivener

### **INTRODUCTION**

1. This is a dispute about work done on a vehicle's transmission. The applicant, Chris Anderson, says that the respondent, 308298 B.C. Ltd., misdiagnosed the problem with his vehicle and performed unnecessary repair work on its transmission. He seeks a refund of the \$2,000 he paid for this service. The respondent's position is

that it performed requested work at an agreed-upon price and that it does not owe the applicant a refund.

2. The applicant is self-represented. The respondent is represented by its principal, Frank Matchett.

## **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 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 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.

## **ISSUE**

7. The issue in this dispute is whether the respondent must refund \$2,000.00 to the applicant.

## **EVIDENCE AND ANALYSIS**

8. In a civil dispute such as this, an applicant bears the burden of proof on a balance of probabilities. The parties have provided evidence and submissions in support of their respective positions. While I have considered all of this information, I will refer to only that which is necessary to provide context to my decision.
9. The applicant was having issues with his vehicle which he believed were related to “transmission slipping”. In the summer of 2017, the applicant consulted the respondent (who does business as “Mr. Transmission”) and says that he was told that the only way to fix the problem was to rebuild the transmission. The applicant contacted the respondent again in April of 2018, when the respondent provided a quote of \$2,156.16 for a transmission rebuild. The parties negotiated a cost of \$2,000.00, inclusive of taxes, for this work. The work was completed, and the applicant paid the respondent on May 4, 2018.
10. The applicant says the problems with his vehicle persisted. He says a computer diagnostic identified a problem with the distributor, which he had replaced by another vendor. According to the applicant, the problems with his vehicle went away after this service. The applicant says he took the old transmission plates removed from his vehicle by the respondent to another transmission shop and was told that nothing was wrong with the plates and they did not need to be replaced.
11. The applicant says the repairs performed on his vehicle were unnecessary and submits that the respondent should refund the money he paid for them. The applicant cited a 2014 article from an auto parts website titled “Transmission complaints aren’t always cured by a transmission repair”. This article discusses problems with a transmission that were not fixed by work to the transmission, but

rather by the installation of new spark plugs and adjusting the distributor. The applicant expressed the view that the respondent intentionally misled him and lied about the matter to the Better Business Bureau.

12. The respondent denies the applicant's allegations of dishonesty. The respondent says that the applicant did not pay for any diagnostics services, and that he had advised that he was researching the engine power loss issue on his own. According to the respondent, one of its employees asked the applicant if he had ever replaced the distributor, and was told that the applicant had already tried that. The respondent states that the transmission on the applicant's vehicle is a sealed unit, and the only way to determine internal wear condition was to remove and disassemble the unit. According to the respondent, the condition of the clutch frictions, seals and valve spring were thought to be related to the "2-3 gear flare at light throttle" that was noted prior to service. The respondent also states that, with today's complex integrated computer systems, sometimes there are issues from one system that influence another. In the respondent's view, the applicant's vehicle had 2 separate problems when it came in.
13. The fact that the respondent recommended a service that did not completely resolve the problems with the applicant's vehicle is not determinative of the matter. When assessing problems with a vehicle, a mechanic must meet a reasonable professional standard. There is no requirement in law for perfect identification of a problem. In this case, the respondent says that it performed work as requested by the applicant.
14. The applicant does not dispute that he authorized the work to be performed to the transmission. The applicant also does not dispute that he told an employee of the respondent that he had already considered the distributor as the source of his vehicle's problems.
15. The applicant suggests that the respondent should have known that rebuilding the transmission would not solve his vehicle's problems and misled him by recommending this service. Although the applicant says a third party told him that

there was no wear on his transmission plates, he did not provide a statement from that individual to that effect, or evidence from a mechanic who is critical of the respondent for the work done on the applicant's vehicle. In addition, the applicant has not provided evidence to establish that the other problems with the transmission, as identified by the respondent, were either not there or not responsible for the vehicle's problems. Further, the applicant has not provided evidence to prove that the respondent should have considered other possible sources for the problems prior to recommending service to the transmission. I am not satisfied that the evidence establishes that the respondent fell below the standard in care in rebuilding the transmission.

16. I find that the applicant has not met the burden of proving, on a balance of probabilities, that the respondent fell below a reasonable standard in assessing the problem with his vehicle or in performing the work that he authorized. Therefore, the applicant is not entitled to reimbursement for the cost of that work.

17. 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. As the applicant was not successful, I dismiss his claim for reimbursement of tribunal fees. The respondent did not make a claim for reimbursement.

## **ORDER**

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

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Lynn Scrivener, Tribunal Member