



# Civil Resolution Tribunal

Date Issued: April 17, 2019

File: SC-2018-007324

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hobson v. Richmond Lube Corp.*, 2019 BCCRT 473

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

Peter Hobson

**APPLICANT**

**A N D :**

Richmond Lube Corp.

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Eric Regehr

### **INTRODUCTION**

1. The respondent, Richmond Lube Corp., performed an oil change for the applicant, Peter Hobson. The applicant claims that the respondent damaged the car's oil pan and claims \$1,400, which he says was the cost to replace the oil pan. The respondent says that it is not responsible for the broken oil pan.

2. The applicant is self-represented. The respondent is represented by its owner.

## **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*. 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 applicable tribunal rules are those that were in place at the time this dispute was commenced.
6. 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.
7. 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**

8. The issue in this dispute is whether the respondent caused the applicant's car's oil pan to break during an oil change.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant must prove his case on a balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision.
10. On August 23, 2018, the applicant took his car, an Audi sedan, to the respondent for a routine oil change. The applicant says that his car was not leaking oil at that time.
11. On August 25, 2018, the applicant noticed that his car was leaking oil. He took it to an Audi dealership to determine the cause of the leak. The Audi mechanic determined that oil was leaking from the drain plug. The applicant says that the oil was leaking from the drain plug because the respondent over-tightened it when it did the initial oil change. However, the Audi mechanic's invoice does not say anything about the respondent over-tightening the drain plug.
12. The Audi mechanic removed and replaced the drain plug and washer and refilled the oil. The Audi mechanic's invoice says that they ran the car and confirmed there were no leaks. The Audi mechanic's invoice also says that they road tested the car and "confirmed all ok". The Audi mechanic charged the applicant \$115.34.
13. On August 27, 2018, the applicant went back to the respondent to ask the respondent to reimburse him for the \$115.34. Although the respondent denies that it caused the leak, the respondent agreed to reimburse the applicant.
14. On August 29, 2018, the applicant brought the car back to the Audi mechanic. The Audi mechanic told the applicant that the car was leaking oil again and determined that the oil pan needed to be replaced.

15. In their invoice, the Audi mechanic said that they inspected the oil pan and determined that the drain plug and oil pan threads had been stripped and damaged due to an over-tightened drain plug. The Audi mechanic also suspected that the oil leak had developed after they had previously replaced the drain plug because of heat expansion. The Audi mechanic replaced the oil pan at a cost of \$1,268.15.
16. For the reasons that follow, I find that the applicant failed to prove his claim.
17. First, there is no direct evidence that the respondent over tightened the drain plug during the initial oil change. The respondent provided a statement from the service manager of the Audi dealership describing how to properly change the oil. However, the service manager does not explain whether the respondent properly performed the oil change. There is no statement from the Audi mechanic to explain what they observed during the 2 visits that led them to conclude that the respondent had damaged the oil pan.
18. Rather, the applicant relies on the invoices, which lack detail, and the applicant's statements about what the Audi mechanic told him. The applicant says that the Audi mechanic told him on August 25, 2018, that the respondent had over tightened the drain plug but, as mentioned above, this diagnosis is not reflected on the Audi mechanic's first invoice. In the Audi mechanic's second invoice, they state that the drain plug had been over tightened but by then the most recent mechanic to tighten the drain plug was the Audi mechanic, not the respondent. The applicant also says that the Audi mechanic told him that the reason that there was no sign of a leak after the Audi mechanic first replaced the drain plug was that the car was not up to "running temperature" even though the Audi mechanic's invoice indicated that they had taken the car on a test drive.
19. The tribunal has flexibility to receive evidence that is not admissible in court, such as hearsay. However, I find that the mechanic's alleged statements to the applicant would be expert opinion evidence that goes to the heart of this dispute. In this context, a layperson's summary of an expert's opinion is of little use. The applicant did not explain why he did not provide a written statement from the Audi mechanic,

which based on the applicant's evidence should have been obtainable. I place little weight on the applicant's description of what the Audi mechanic told him caused the oil pan to break.

20. In addition, in their initial invoice, the Audi mechanic said that they removed and replaced the drain plug and washer. The invoice included charges for a new washer and drain plug. Then, when the car returned, they inspected and saw damage and stripped threading to both the oil pan and the drain plug. The second invoice included a charge for another new plug. There is no explanation about how the respondent could have caused the drain plug to become stripped when it was a new drain plug that the Audi mechanic had since installed. Without an explanation from the Audi mechanic, I find that the more likely explanation is that the Audi mechanic over tightened the first new drain plug on August 25, 2018.
21. Therefore, I find that the applicant has not proven that it is more likely than not that the respondent damaged the oil pan. I dismiss the applicant's claim for reimbursement of the repair costs.
22. 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. The applicant has not been successful. I dismiss his claim for tribunal fees. The applicant did not claim any dispute-related expenses.

## **ORDER**

23. I dismiss the applicant's claims, and this dispute.

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Eric Regehr, Tribunal Member