



# Civil Resolution Tribunal

Date Issued: June 4, 2019

File: SC-2018-008927

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Strauber v. Ticknor Management Corp.*, 2019 BCCRT 682

B E T W E E N :

Yaron Strauber

**APPLICANT**

A N D :

Ticknor Management Corp.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Kate Campbell

## INTRODUCTION

1. This dispute is about an allegedly faulty oil change.
2. The applicant, Yaron Strauber, took his car for an oil change at a Mr. Lube store operated by the respondent, Ticknor Management Corp. The applicant says that

several days later, he found a big puddle of oil under his parked car, and the engine was empty of oil. The applicant says the oil filter installed by the respondent was faulty. The applicant seeks reimbursement of \$27.14 for a new oil filter, \$262.50 for the cost of cleaning oil off the strata parking garage floor, \$110 for a rental car, and \$400 for 2 missed days of work.

3. The respondent denies the applicant's claims, and says the oil change was performed correctly and the filter it used was not faulty. It says the applicant's car, which is an older model, had permanent engine oil leak before the oil change was performed, as documented on its invoices. The respondent also says it offered to pay for a new oil filter and for cleaning the parking spot, but the applicant refused.
4. The applicant is self-represented. The respondent is represented by Dave Ticknor, who I infer is its principal. For the reasons that follow, I find the applicant's claims must be dismissed.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's

process and found that oral hearings are not necessarily required where credibility is in issue.

7. 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.
8. Under tribunal rule 9.3(2), 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.

## **ISSUE**

9. The issue in this dispute is whether the respondent's oil change service or parts were faulty, and if so, what remedies are appropriate.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. Based on the evidence before me, I find the applicant has not met the burden of proving his claims.
12. The evidence shows that the respondent performed the oil and filter change on the applicant's car on November 20, 2018. The respondent's November 20, 2018 invoice, as well as a previous invoice for the same service on April 30, 2018, state that the applicant's car had an "oil pan sweat/leak". The respondent says this shows the car had a pre-existing leak before the November 20 oil change, which it says is common on older vehicles like the applicant's.

13. In a December 2, 2018 email to the respondent, the applicant wrote that he discovered the puddle on November 25, 2018. I find that the evidence before me is not sufficient to establish that this oil leak 5 days after the respondent worked on the car was caused by the respondent's work or parts.
14. First, since 5 days had passed, other factors could have caused the leak. Also, as noted by the respondent, the April 30, 2018 invoice establishes that the car had a pre-existing oil leak. I agree that this fact does not support the conclusion that the oil leak was caused by the respondent's work on November 20.
15. The applicant's emails to the respondent say that the oil filter installed on November 20, 2018 was faulty. I find there is no evidence before me confirming that assertion. The applicant took the car to another mechanic on November 26, 2018. That mechanic's invoice says, "old oil filter was leaking at mating surface between filter and engine". I find that this statement does not establish that the filter itself was leaking. Rather, it indicates that the junction between the filter and the engine was leaking.
16. This is consistent with the report the respondent provided, showing that it sent the disputed oil filter back to the manufacturer for warranty testing. The oil filter was tested at a laboratory. The laboratory report says the filter was pressure-tested, and the threads were checked, and all tests showed that the filter was normal. Also, the report says that the filter was saturated with oil, which shows that it worked for some period of time.
17. The invoice from the applicant's mechanic does not explain why the filter was leaking at the junction between the filter and the engine. I find that without any evidence on this point, coupled with the laboratory report showing the filter was normal, it is speculative to conclude that the leak was caused by the respondent's installation. It is possible that the filter was insufficiently tightened, but it is also possible that there was some other problem. I note that while it was open to the applicant to provide a more detailed statement from his mechanic, and he corresponded with the respondent about that option, he did not do so.

18. The applicant's emails to the respondent also say that the leaking oil caused damage to the car's water pump, or caused it to malfunction. I find there is no evidence, other than the applicant's statements, confirming any problem with the water pump. The invoice from the applicant's mechanic does not mention the water pump, or coolant. I therefore do not find the respondent liable for any problem with the water pump.
19. For these reasons, I find the applicant has not met the burden of proving that the oil filter was faulty, or that the respondent's work was negligent. I therefore deny the applicant's claims, and dismiss this dispute.
20. I also note that I would not have allowed the applicant's claims for car rental or missed days of work in any event. His mechanic's invoice indicates that the only further work performed on the car was replacing the oil and filter, and there is no explanation before me about why this work would have taken a full day or 2 days to perform.
21. The applicant was unsuccessful in this dispute. In accordance with the Act and the tribunal's rules I find he is not entitled to reimbursement of tribunal fees or dispute-related expenses.

## **ORDER**

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

---

Kate Campbell, Tribunal Member