



Civil Resolution Tribunal

Date Issued: July 17, 2019

File: SC-2019-000759

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brar et al. v. Sandhu*, 2019 BCCRT 857

BETWEEN:

HARJIT BRAR and MOGA TRUCK REPAIR LTD

APPLICANTS

AND:

SURJIT SANDHU

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. The applicants, Harjit Brar and Moga Truck Repair Ltd (Moga), say that the respondent, Surjit Sandhu, has not paid a bill for truck repairs and inspection. The respondent says he should not pay because the repairs and inspection work were not done properly.

2. The applicants are represented by Harjit Brar, whom I infer is a principal or employee of Moga. The respondent is self-represented.

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 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 9.3(2), 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 owes the applicants \$2,778.34 for unpaid vehicle repair services.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicants bear 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.
9. The parties agree that the applicants repaired the respondent's truck. I find, however, that it was Moga that contracted with the respondent. I base this on the invoices and financial records in evidence that show the respondent owed money to Moga. The repairs are detailed in invoices dated November 30, 2017, February 5, March 13, 18, and 26, 2018.
10. The respondent says that he should not have to pay for the repairs because they were deficient. As a result, he was fined by the Province and unable to use his truck for a time. This resulted in an income loss until he paid for repairs from another company.
11. The respondent submits as evidence a failed inspection report, a repair bill, and a motor vehicle deficiency list. However, the failed inspection report is dated November 22, 2017. The repair bill and deficiency list are dated October 20 and 24, 2017. These documents predate the applicants' invoices and the applicants' work orders, signed by the respondent. They do not support the respondent's submissions, mentioned above, nor do they support the conclusion that the applicants' repairs were deficient. Instead, I find that they show that the respondent's truck required the repairs done by the applicant Moga. There are no other documents in evidence that appear to support the respondent.

12. Further, the respondent provided a cheque for \$2,073.81 to Moga. This amount is close to the largest outstanding invoice. However, according to a transaction statement, the cheque was declined due to insufficient funds on December 5, 2017. In January 25, 2019, the respondent explained to the applicants by text that he had not yet paid for the repairs due to a recent death in the family. However, there are no text messages before me showing that he objected to the repairs or the invoice amounts. I find the respondent's actions are more consistent with the conclusion that he did not have any serious concerns about the repairs.
13. The parties also agree that the applicants did not provide a proof of inspection decal. However, the applicants explain that they could not provide the inspection decal because the respondent did not want to do all the repairs required under the failed inspection report. The respondent did not address this submission in any meaningful way. I accept that the applicants could not provide the required decal.
14. In summary, the evidence shows that the applicant Moga provided the agreed-upon repairs. The respondent has no basis for withholding payment of the invoices. The applicant Moga is entitled to \$2,778.34.
15. As specified on the invoices, I also find the applicant Moga is entitled to pre-judgment contractual interest of 24% per year from March 25, 2018. Although there are multiple different invoices in evidence with different payment due dates, the invoice with a payment due date of March 25, 2018 is by far the largest. I have decided to use this single date for the calculation of pre-judgment contractual interest given the tribunal's mandate to resolve disputes in a manner that is accessible, speedy, and economical.

TRIBUNAL FEES AND DISPUTE-RELATED EXPENSES

16. Under section 49 of the Act, and the tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable expenses related to the dispute resolution process. I see no reason in this case to deviate from the general rule.
17. The applicant Moga was largely successful in this dispute. I therefore award Moga \$175 for reimbursement of tribunal fees. The applicants did not claim dispute related-expenses.

ORDERS

18. Within 30 days of this decision, I order the respondent to pay the applicant Moga a total of \$3,828.40, broken down as follows:
 - a. \$2,778.34 in debt,
 - b. \$875.06 in pre-judgment contractual interest at 24% per year from March 25, 2018, and
 - c. \$175.00 as reimbursement of tribunal fees.
19. The applicant Moga is entitled to post-judgment interest under the *Court Order Interest Act*.
20. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.

21. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member