



# Civil Resolution Tribunal

Date Issued: November 15, 2019

File: SC-2019-004696

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Peddle v. Ocean Surf Motors Ltd.*, 2019 BCCRT 1298

BETWEEN:

CHRISTOPHER PEDDLE

**APPLICANT**

AND:

OCEAN SURF MOTORS LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

### INTRODUCTION

1. This dispute is about payment for vehicle repairs.
2. The applicant, Christopher Peddle, says the respondent, Ocean Surf Motors Ltd., agreed to remove the car manufacturer's branded decals from his new vehicle, damaged the vehicle in the process, and now refuses to repair the damage. The

applicant seeks \$4,082.86, the estimated cost to repair the damage. The respondent says it offered to rectify the damage but says the amount claimed is “egregious”.

3. The applicant is self-represented. The respondent is represented by its general manager.

## **JURISDICTION AND PROCEDURE**

4. 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* (CRTA). 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.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. 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 British Columbia Supreme Court recognized the tribunal’s process and found that oral hearings are not necessarily required where credibility is an issue.
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 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted by section 118 of the CRTA:

- 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**

8. The issue in this dispute is whether the applicant is entitled to \$4,082.86 for vehicle repairs.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
10. On February 2, 2019, the applicant ordered a 2019 Jeep Cherokee 4x4 Trailhawk from the respondent dealership. On February 7, 2019, the applicant requested that all the vehicle's brand decals be removed and was advised by the respondent's salesperson, GI, that the dealership would remove the decals for him.
11. It is undisputed that when the applicant picked up his vehicle on March 8, 2019, he was informed it had been damaged as a result of the decal removal. The respondent does not deny it was negligent in removing the decals. The respondent arranged for the vehicle to undergo repairs at a body shop, LAC, on March 10, 2019. The applicant says the damaged areas included the hood, both front fenders, both front doors, and the rear hatch. During the March 10, 2019 appointment, only the rear hatch was repaired. The applicant says LAC told him that was the only repair authorized by the respondent. No explanation was provided as to why the other damage was not addressed.

12. In any event, the applicant wants the remaining damage repaired and provided a quote from LAC for the rest of the work, which totals the claimed \$4,082.86. As noted above, the respondent does not deny the vehicle was damaged as a result of the decal removal, but says the quote provided is too high. However, the respondent did not provide any explanation as to why it considers the quote high, or any evidence of a lower repair amount. Given the evidence, and the respondent's admission it offered to fix the damage, I find the respondent is responsible for the vehicle's repair costs.
13. I have reviewed LAC's June 6, 2019 \$4,082.46 repair quote. I find it generally covers the areas the applicant says were damaged from decal removal. I do note, however, that no photographs of the damage were provided by either party. In any event, I find some items on the quote have not been proven as part of the relevant damage in this dispute. Therefore, I find the following deductions are appropriate:
  - a. Item 11, to remove/replace the hood decal, at a cost of \$453 for parts plus \$76 in labour (plus tax), for a total of \$592.48, and
  - b. Items 26 and 27, to remove/install the right and left roof luggage rack rails, at a cost of \$76 in labour (plus tax), for a total of \$85.12.
14. For Item 11, I find the applicant asked to remove all decals from the vehicle, and this charge appears to replace one of those decals. I find the respondent is not responsible for the \$592.48 to replace that decal. Additionally, for items 26 and 27, there is no indication why the respondent would be responsible for the installation or removal of the vehicle's roof racks, as the roof was not damaged during decal removal. Given the above, I find the applicant's claim for repairs should be reduced by \$677.60, to remove the above-noted items.
15. Therefore, I find the respondent must pay the applicant a total of \$3,404.86 for vehicle repairs (\$4,082.46 mins \$677.60). Although the applicant requested interest on this amount, there is no indication this amount has yet been paid. As a result, I decline to order pre-judgment interest.

16. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As the applicant was successful, I find that he is entitled to reimbursement of the \$175 he paid in tribunal fees. No dispute-related expenses were claimed.

## **ORDERS**

17. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$3,579.86, broken down as follows:

- a. \$3,404.86 for vehicle repairs, and
- b. \$175 in tribunal fees.

18. The applicant is also entitled to post-judgment interest under the *Court Order Interest Act*.

19. Under section 48 of the CRTA, 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.

20. Under section 58.1 of the CRTA, 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.

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Andrea Ritchie, Vice Chair