



# Civil Resolution Tribunal

Date Issued: February 21, 2020

File: SC-2019-003867

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *United Pallets & Crates Inc v. R & L Truck Repairs Ltd.*, 2020 BCCRT 207

BETWEEN:

UNITED PALLETS & CRATES INC

**APPLICANT**

AND:

R & L TRUCK REPAIRS 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 truck repairs.

2. The applicant, United Pallets & Crate Inc, says that the respondent, R & L Truck Repairs Ltd., failed to properly repair its truck such that it had to have the work done at another shop. The applicant seeks the following:
  - a. \$2,257.50 refund for money paid to the respondent for truck repair services,
  - b. \$1,573.83 for truck rental fees,
  - c. \$350 for towing expenses, and
  - d. A written apology letter.
3. The respondent says it worked to diagnose the truck's issues, but the applicant was unhappy with the cost and stopped the work. It denies any negligence.
4. The parties are each represented by an employee or principal.

## **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* (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.
6. 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.

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. 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**

9. The issue in this dispute is whether the respondent failed to perform adequate repairs on the applicant's truck, and if so, what is the appropriate remedy.

## **EVIDENCE AND ANALYSIS**

10. 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.
11. It is undisputed that on November 7, 2018, the applicant brought its truck to the respondent, its usual mechanic shop, for diagnosis and repairs. The parties disagree about whether the applicant drove the vehicle to the shop or whether it was towed there, but I find nothing turns on this distinction.
12. The respondent's November 14, 2018 invoice #37110 indicates that the truck was found to have no pressure to the fuel rail, the primer pump was inactive, the fuel line was missing a clip, and the fuel line to fuel pump was cross threaded. The invoice

further states that the respondent performed diagnostics and determined the main issue with the engine's communication wires was non-repairable.

13. The parties disagree about the specific details of the breakdown of their relationship. The applicant says the respondent failed to perform any repairs and that the diagnosis took too long, and so he took his truck to another shop. In contrast, the respondent says the applicant threatened its employees and took the truck out of its shop. In any event, I find that on November 16, 2018 the applicant took his truck from the respondent shop and moved it to a third party shop.
14. In addition to the applicant's allegation that the respondent did not perform any repairs, it also says the respondent intentionally removed a bolt from the steering column, making the truck unsafe to drive. It says this posed an immediate threat to the driver and the general public and that he was informed by a mechanic that it is impossible for the bolt to fall out or loosen on its own. In response, the respondent says the bolt was not removed, but loosened due to the truck being towed in, and that the applicant was fully aware of this.
15. In support of his position that the respondent was negligent, the applicant provided a partial invoice from the third party shop. The third party shop's name and business information is redacted, as well as other unknown information on the invoice. However, the invoice does indicate similar diagnostic testing as the respondent's invoice, and notes it installed a new nut for pinch bolt on the steering shaft, because the "bolt fell out".
16. I find the applicant's claims cannot succeed. First, I find it has not proved the respondent's service on the vehicle was faulty. The third party shop's invoice does not say the work done by the respondent was faulty, nor does it say that the bolt was purposely removed or that its removal caused an immediate safety hazard. In fact, I find the third party shop's invoice shows much of the same diagnoses as found by the respondent, and I find the third party shop specifically notes the bolt "fell out". I find the applicant is not entitled to a refund of the \$2,257.50 he says he paid to the respondent.

17. Having found the applicant has not proven the respondent negligently performed repairs requiring it to have the truck repaired elsewhere, it follows the applicant is not entitled to reimbursement of \$1,573.83 for truck rental fees or \$350 for towing charges from the respondent shop to the third party shop. I note I would not have ordered reimbursement of the towing charges in any event as the applicant failed to provide any evidence in support of those charges, such as an invoice.
18. I also decline to order the respondent to provide a written apology to the applicant. I say this because, first, I have not found the respondent acted negligently. Second, the tribunal generally does not order apologies because forced apologies are not productive or helpful, and I agree. I would have declined to order the respondent to apologize to the applicant in any event.
19. 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 not successful, I find that it is not entitled to reimbursement of its paid tribunal fees or the \$223.69 it claimed for dispute-related expenses.
20. I also note I would not have ordered reimbursement of the dispute-related expenses in any event, as the applicant failed to provide any evidence in support of that claim.

## **ORDER**

21. I order the applicant's claims, and this dispute, dismissed.

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Andrea Ritchie, Vice Chair