



Civil Resolution Tribunal

Date Issued: July 30, 2020

File: SC-2020-002385

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Situ v. Zhong*, 2020 BCCRT 844

BETWEEN:

YING YING SITU

APPLICANT

AND:

QIWEN ZHONG (Doing Business As ITPLAY COMPUTER SUPPLIES)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about laptop repairs. The applicant, Ying Ying Situ, says the respondent, Qiwen Zhong (dba ItPlay Computer Supplies), damaged her laptop when he replaced the laptop's screen. Ms. Situ claims a total of \$4,200, for the \$1,200 cost to repair the damaged laptop and \$3,000 for the cost of a new laptop.

2. Mr. Zhong denies damaging Ms. Situ's laptop and says it was already damaged before he replaced the screen.
3. The parties are each self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT 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 CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties to this dispute call into question the credibility, or truthfulness, of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision in *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
6. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

8. The issue in this dispute is whether Mr. Zhong damaged Ms. Situ's laptop while he was replacing the laptop's screen, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Ms. Situ 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. The parties agree that Ms. Situ brought her 2016 Apple laptop to Mr. Zhong's repair store on December 28, 2019 because the laptop's screen had a dimming problem. It is undisputed that Ms. Situ had taken her laptop to an Apple Store for diagnosis before taking it to Mr. Zhong, but she thought the Apple Store charged too much to replace the laptop's screen. It is undisputed that the parties agreed Mr. Zhong would replace Ms. Situ's laptop screen with a second-hand screen for \$550.
11. Ms. Situ says the screen dimming was the only problem with her laptop before she left it with Mr. Zhong, and it was otherwise working normally. Ms. Situ says that when she picked up her laptop one week later, the laptop's Touch Bar was no longer working.
12. Mr. Zhong says that after he replaced the screen, he could not log in to test the laptop because he did not have Ms. Situ's password. He says the Touch Bar lit up and had content, but the system did not appear to respond to the Touch Bar functions. He says, therefore, he had Ms. Situ log in to test it when she came to pick up the laptop, and this is when they discovered the Touch Bar was not working. He says he did not work on the Touch Bar when he replaced the screen and denies that he damaged the Touch Bar.
13. Mr. Zhong says he offered to help Ms. Situ repair the damaged Touch Bar. It is undisputed that Ms. Situ left her laptop with Mr. Zhong to diagnose the problem. Mr.

Zhong says that he discovered the Touch Bar interface was deformed and he had to order parts to repair it, but the parts would take a month to arrive. He says that while he was diagnosing the Touch Bar problem, he had to turn the laptop's system on and off frequently. Because he was not shutting the system down properly, the system reported an error. He says the laptop displayed a message to repair the system and it repaired itself automatically, after which the laptop turned on normally.

14. On January 10, 2020, Ms. Situ advised Mr. Zhong that she could not wait to have her laptop repaired by him and wanted to retrieve her laptop in its original state. So, Mr. Zhong replaced the laptop's original screen. He says he also noticed that a system upgrade had failed, so he tried to restore the system that day, but the download was interrupted. He says he told Ms. Situ that the system had to be reinstalled and offered to install it for her the following day, but Ms. Situ opted to take the laptop back without the system installed. It is undisputed that Mr. Zhong did not charge Ms. Situ anything when she picked up her laptop.
15. Ms. Situ says that when she picked up her laptop on January 10, 2020, she immediately took it to an Apple Store. She says the Apple Store diagnosed the problem as damage to the logic board. I note that the Apple Store service record in evidence is dated January 25, 2020, and it says:

Proposed Resolution: Touch Bar issue is firmware related and will require either a top case or logic board replacement, if a logic board is needed advised we can try data transfer to new board. Customer approved cost of either part. If both parts are needed, contact customer with update.

16. The service record quotes a total repair price of \$1,202.88 for both a top case and a logic board replacement. However, I find the evidence does not show that both parts necessarily need to be replaced.
17. In any event, Ms. Situ did not get her laptop repaired. She says that she needed a laptop for school and could not wait to repair her damaged laptop. So, on January 27, 2020, Ms. Situ purchased a new Apple laptop at a total cost of \$2,905.06.

18. It is undisputed that Mr. Zhong backed up and kept all the information contained on Ms. Situ's damaged laptop on an external hard drive, and Ms. Situ returned to his store on March 1, 2020 to copy the downloaded data. Mr. Zhong says this took him 2 hours of his time. Again, Mr. Zhong did not charge Ms. Situ anything for his time.
19. As noted, Ms. Situ bears the burden of proving that Mr. Zhong damaged her laptop. She says that the Touch Bar and operating system were working normally before she left the laptop with Mr. Zhong. However, Mr. Zhong says Ms. Situ admitted that sometimes her Touch Bar did not work properly unless she restarted the laptop once or twice.
20. Further, Mr. Zhong says that he suspected early on that Ms. Situ's laptop had prior water damage, which he says can cause the screen dimming problem and logic board issues. While Ms. Situ denies there was water damage, Mr. Zhong provided pictures of a logic board with no water damage and of the logic board in Ms. Situ's laptop. The picture of Ms. Situ's logic board shows some reddish-brown discoloration that Mr. Zhong says is where water has oxidized and created rust. I find that diagnosing water damage requires expert evidence because it is not within a person's ordinary knowledge. While Mr. Zhong says that he has been in the field of computer repair for more than 20 years, because he is a party to this dispute, I find his submissions do not qualify as expert opinion under the CRT rules. Given that Mr. Zhong did not provide any independent expert opinion, I cannot find that Ms. Situ's laptop had prior water damage.
21. Nevertheless, on balance, I find that Ms. Situ has not proven that Mr. Zhong damaged her laptop. She did not provide any evidence about how the logic board was damaged or that was critical of Mr. Zhong's work in any way. The Apple Store service record says only that either or both the logic board and top case needs to be replaced. However, there is no expert opinion or other evidence that the claimed damage was caused by Mr. Zhong or that it was not caused by water damage or normal wear and tear for a 4-year-old laptop. Although Ms. Situ provided a picture showing the Touch Bar on her laptop lit up normally on November 15, 2019, I find

there is insufficient evidence that it was working consistently before Mr. Zhong replaced the screen. Further, I find Mr. Zhong's pictures and video in evidence show the Touch Bar on Ms. Situ's laptop was lighting up intermittently after Mr. Zhong replaced the screen. Therefore, I find Ms. Situ has not proven Mr. Zhong is responsible for the damaged Touch Bar or logic board, and so I dismiss her claims.

22. Given my conclusion on liability, I find I do not need to address Ms. Situ's damages claims in any detail. However, I would note that to award both the cost of repairing her old laptop and of purchasing a new laptop would be double recovery. There is no basis to award the cost of a new laptop when the damaged one appears to be repairable. Further, the cost to repair the damaged laptop is uncertain because the evidence does not show that both the logic board and top case necessarily need to be replaced. Therefore, I would have found that Ms. Situ had not proven her damages.

23. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Ms. Situ was unsuccessful, so is not entitled to reimbursement of her CRT fees. Mr. Zhong did not pay any CRT fees and neither party claimed any dispute-related expenses.

ORDER

24. I dismiss Ms. Situ's claims and this dispute.

Kristin Gardner, Tribunal Member