



Civil Resolution Tribunal

Date Issued: July 30, 2020

File: SC-2020-001660

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Schroeder v. Clubine Automotive Repairs Ltd. dba CC Auto Repairs*, 2020
BCCRT 845

B E T W E E N :

ROBIN SCHROEDER

APPLICANT

A N D :

CLUBINE AUTOMOTIVE REPAIRS LTD. dba CC AUTO REPAIRS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. The applicant, Robin Schroeder, says the respondent, Clubine Automotive Repairs Ltd. dba CC Auto Repairs (Clubine), damaged his truck's electrical system when it was at Clubine for repairs. Mr. Schroeder claims \$3,623.87 in repair costs for the electrical system.

2. Clubine denies damaging Mr. Schroeder's truck and says Mr. Schroeder likely damaged the electrical system himself. Clubine asks that the dispute be dismissed.
3. Mr. Schroeder represents himself. Clubine is represented by LC, who worked on the truck and is an owner or employee of Clubine.

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. 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.
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 tribunal considers appropriate.

ISSUES

8. The issues in this dispute are:

- a. whether Clubine damaged the electrical system in Mr. Schroeder's truck and,
- b. if so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

9. In a civil claim, such as this one, Mr. Schroeder must prove his claim on a balance of probabilities. Although Clubine made submissions, it did not provide any evidence in this dispute, despite having the opportunity to do so. I have reviewed all submissions and evidence provided, but I will only refer to that which explains my decision.
10. On January 10, 2020 Mr. Schroeder took his truck to Clubine to have the power steering pump changed and the oxygen sensors repaired. LC completed the requested repairs but was unable to start the truck with the key. LC ordered a new key from the manufacturer but was unable to program the new key. LC tried, and failed, to jump start the truck's starter engine. LC pushed the truck outside for Mr. Schroeder to try to start the truck with his spare key, which did not work either. LC continued to work on the truck and succeeded in getting it running. None of this is disputed.
11. It is also undisputed that Mr. Schroeder picked up his truck on January 16, 2020. The parties agree Mr. Schroeder paid Clubine for the repair work which I find was \$1,259.83, based on Clubine's invoice.
12. Mr. Schroeder says that, as he was driving home from Clubine, "codes" lit up on the dashboard. The codes were not there the next morning when he started his vehicle. On January 23, 2020 Mr. Schroeder's brake lights and reverse lights were not working properly and so he contacted LC.
13. Mr. Schroeder took his truck back to Clubine on January 25, 2020 but LC declined to fix the truck, saying the light malfunction was not his fault. Mr. Schroeder took his truck to a second repair shop the same day. Mr. Schroeder says that the second repair shop concluded that the truck's electrical issues resulted from the jumpstart.

14. The second repair shop's February 13, 2020 invoice sets out that BH, an automotive technician, confirmed that the truck's reverse and brake lights did not work properly. BH found electrical issues with the body control module (BCM), the totally integrated power module (TIPM), and found wiring shorts in the ignition module. The invoice states that all the modules gave BH different alert codes and needed to be reprogrammed.
15. In the invoice, BH notes that the prior mechanic (who I infer is LC) had jumped the truck's starter engine. Based on that power surge, and all the electrical short circuits BH found in the vehicle, BH said it was highly possible that the truck's module stored memories were wiped out due to the application of external power directly to the TIPM and BCM. I infer this is the reason the modules needed to be reprogrammed. However, BH did not explain how, or whether, jumpstarting a starter engine applies power directly to the BCM or TIPM. From a layperson's perspective, I understand that jumpstarting a starter engine applies power directly to the starter engine.
16. BH explained that the BCM could be damaged if battery power was supplied while the grounding path was removed, or if the grounds were disconnected while the battery was still connected to the BCM. BH did not say whether Mr. Schroeder's BCM was damaged in this way, or whether such damage could occur from jump starting the starter engine. While I accept that LC attempted to jumpstart the truck's starter engine, there is no evidence supporting that he did so with the BCM grounds disconnected.
17. Although the CRT's rules are somewhat flexible, Mr. Schroeder did not explain how BH is qualified as an expert. However, even if BH is qualified as an expert under the CRT rules, BH is not critical of LC's work or otherwise show that LC fell below the standard of care expected of a reasonably competent mechanic. So, I find Mr. Schroeder has failed to prove LC damaged the truck's electrical system by negligently jump starting the truck's starter engine.

18. I do not accept Clubine's argument that Mr. Schroeder likely damaged the truck's electrical system by attempting to reprogram the new key himself. Clubine provided no supporting evidence and Mr. Schroeder denies attempting to reprogram the key himself.
19. In the invoice, the second repair shop notes Mr. Schroeder's advice that the prior mechanic (LC) removed the truck's ignition and steering column. BH says the BCM and ignition module were likely damaged when the ignition and steering column were removed.
20. LC denies removing the steering column. Mr. Schroeder says LC told him that he had removed the ignition and "dropped" the steering column when the truck would not start. I infer dropping the steering column means removing it.
21. Neither Mr. Schroeder nor Clubine provided any objective evidence showing that the ignition and steering column had, or had not, been removed. As Mr. Schroeder is the applicant, it is up to him to prove LC removed the steering column thus damaging the BCM and the ignition module. Mr. Schroeder has not provided any further evidence to break this evidentiary tie. So, I find Mr. Schroeder has failed to prove that Clubine damaged his truck's BCM or ignition module by removing the steering column.
22. On balance, I find Mr. Schroeder has failed to prove that LC, or Clubine, negligently caused electrical damage to his truck, either by removing the steering column, or by jumpstarting the starter engine. I dismiss his claim, and this dispute.
23. Under section 49 of the CRTA and tribunal rules, the CRT will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As Mr. Schroeder was unsuccessful in this dispute, I find he is not entitled to reimbursement of his CRT fees.

ORDER

24. I dismiss Mr. Schroeder's claims and this dispute.

Sherelle Goodwin, Tribunal Member