



Civil Resolution Tribunal

Date Issued: September 18, 2020

File: SC-2020-002967

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wilkinson v. WBC Holdings Ltd.*, 2020 BCCRT 1058

BETWEEN:

LUKE WILKINSON and EMMA WHEELER

APPLICANTS

AND:

WBC HOLDINGS LTD.

RESPONDENT

AND:

LUKE WILKINSON and EMMA WHEELER

RESPONDENTS BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about vehicle damage. The applicants (and respondents by counterclaim), Luke Wilkinson and Emma Wheeler, say that the respondent (and applicant by counterclaim), WBC Holdings Ltd. (WBC), damaged their vehicle while performing an oil change. They ask for an order that WBC pay them \$5,000 towards their repair costs and other expenses.
2. WBC denies that it damaged the vehicle or that it is responsible for the amount the applicants claim. By counterclaim, WBC asks for an order that Mr. Wilkinson and Ms. Wheeler pay it \$500 for a part it purchased for their vehicle. Mr. Wilkinson and Ms. Wheeler deny that they are responsible for this amount.
3. Mr. Wilkinson represents himself and Ms. Wheeler. WBC is represented by its principal.

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 CRT considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Whether WBC was responsible for damage to the applicants' vehicle,
 - b. If so, whether WBC must pay the applicants \$5,000 in claimed damages, and
 - c. Whether the applicants must pay WBC \$500 for an oil filter cartridge cap.

EVIDENCE AND ANALYSIS

9. In a civil dispute like this, an applicant (whether in a claim or counterclaim) bears the burden of proof on a balance of probabilities. The parties provided evidence and submissions in support of their respective positions. While I have considered all of this information, I will refer to only what is necessary to provide context to my decision.
10. On April 19, 2018, Mr. Wilkinson took the applicants' vehicle to WBC for an oil change. The parties agree that WBC's technician discovered that the vehicle's oil filter cartridge cap was damaged. WBC says that it told Mr. Wilkinson that this part needed to be replaced right away, but that he decided to leave with his vehicle without having that done. Mr. Wilkinson disagrees, and says that WBC told him that the part could be replaced at the next service appointment. WBC's invoice stated, "cartridge oil filter housing needs to be replaced as it is starting to separate", but did not indicate whether this required immediate attention.

11. Shortly after leaving WBC's premises, the vehicle started stalling. Mr. Wilkinson returned to WBC and the technician inspected the vehicle. According to WBC, the technician tightened the oil filler cap and oil cartridge filter cap, but did not replace the latter, which was still damaged.
12. Later that day, a tire vendor who was working on the vehicle discovered more oil on the engine's exterior and Mr. Wilkinson contacted WBC. There is no dispute that WBC offered to have its mechanic work on the vehicle. WBC purchased a replacement oil filter cartridge cap for the applicants' vehicle. However, the parties were not able to come to an agreement about how the problem would be addressed as the applicants wanted the dealership to check WBC's work and WBC would not agree to pay for a third party's involvement. The issue was not resolved before the applicants had to travel for an appointment. As their vehicle was not running properly, they rented another vehicle for this trip.
13. The applicants had the vehicle towed to the dealership on May 8, 2018. According to the description of work on the invoice, the dealership found no faults related to engine performance on the vehicle's computer. The dealership confirmed that the filter cap was damaged and stated "this could have cause [sic] the cap to not seal properly". The invoice states that the dealership replaced the oil filter cartridge cap, and that there were no issues with the engine's operation. There was no information about the oil filler cap on the invoice.
14. According to a May 15, 2018 letter written by a service manager, the dealership found that the oil filter cap was broken internally and the oil filler cap was left loose. The dealership's view was that these caps being loose caused a "vacuum leak" and the broken filter cap could cause reduced engine oil pressure and internal engine damage. However, the inspection did not reveal any "mechanical damage" to the engine. The letter stated that "the stalling and subsequent oil leak was a result of the work performed by the oil change facility. Had the oil filler cap and more importantly the oil filter cap been secured correctly the vehicle would not have required any additional service work, or towing".

15. The applicants noted further problems with the vehicle as it had a smell and was using more oil than usual. They took the vehicle to the dealership in August of 2018, and an assessment revealed a leaking valve cover and a suspected crankcase vent valve failure. The August 10, 2018 invoice did not identify the cause of the valve failure.
16. The applicants say they later experienced what they call “catastrophic internal engine failure” and needed a full engine replacement for their vehicle. According to the applicants, their car was “unroadworthy” for more than a year as a result.

Is WBC Responsible for the Problems with the Applicants’ Vehicle?

17. The applicants say that WBC did not perform the oil change properly, and its work led to the need for an engine replacement. The applicants say that their damages are in excess of \$5,000, but they are claiming the maximum allowed under the CRT’s small claims jurisdiction for repairs, engine replacement parts, and charges for a rental vehicle.
18. WBC’s position is that the evidence does not prove that its work caused the problems. In particular, with respect to the engine failure, WBC points out that the vehicle was driven for several months before this issue arose. WBC suggests that the problems are consistent with the vehicle’s age rather than a service issue.
19. I find the fact that there were problems with the vehicle after the oil change does not establish that WBC was responsible for these problems. I find that the applicants must establish that WBC’s work was negligent and that its negligence caused both the initial set of problems and the later engine failure. To establish negligence, the applicants must show that WBC owed them a duty of care, that WBC did not meet a reasonable standard of care when working on their vehicle, that it was reasonably foreseeable that failing to meet the standard of care would result in damages, and that the failure caused the damages claimed by the applicants (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).

20. I accept that WBC owes its customers a duty of care when performing work on their vehicles. I find that automotive work is a technical matter that is beyond common understanding, and that I require expert evidence to determine the appropriate standard of care and whether WBC met that standard (see *Bergen v. Guliker*, 2015 BCCA 283, paragraphs 124 to 131).
21. WBC provided a number of articles about the function about various parts of an automotive engine. I find these articles are of no assistance in determining the applicable standard of care or whether WBC's work met that standard.
22. As noted above, the applicants provided a letter from the service manager at the dealership. I accept that this individual would be qualified to provide expert opinions about automotive services. While the service manager attributed some of the vehicle's problems to WBC's work, he did not comment on the appropriate standard of care. Further, I find that the service manager's letter does not establish that WBC breached a standard of care. The technician who performed the work on the vehicle did not document on the invoice any issues with the oil filler cap, and the service manager did not explain the discrepancy between the invoice and his conclusion that the oil filler cap had been left loose. The service manager also stated that the broken filter cap was the cause of an oil leak and a potential cause of engine damage, but he did not suggest that WBC caused this problem or should have prevented the applicants from driving their vehicle because of it.
23. I do not find that the service manager's letter proves the applicable standard of care, that WBC failed to meet the standard of care, or that its failure caused the initial post-oil change problems with the applicants' vehicle.
24. The next consideration is the engine problems that developed in August of 2018. The applicants submit that WBC's work caused a change in oil pressure that left the camshaft in the incorrect position which caused internal damage. The service manager's May 2018 letter specifically stated that there were no issues with the engine's operation. The evidence does not contain a subsequent statement (from the service manager or other automotive professional) explaining why this finding

could change for reasons related to WBC's service, either at all or several months later.

25. As discussed above, the burden of proof is on the applicants. I find that they have not established the standard of care for work on their vehicle, that WBC's work fell below that standard (including whether WBC should have prevented the applicants from driving their vehicle with the damaged oil filter cartridge cap), or that they experienced damage to their vehicle as a result.
26. As the applicants have not proven that WBC's service of their vehicle was negligent, I dismiss their claims for damages.

Are the Applicants Responsible for the \$500 Claimed by WBC?

27. WBC says it purchased a replacement oil filter cartridge cap for the applicants' vehicle. However, when the applicants decided to have the vehicle serviced by the dealership, it lost the cost of the part and the time spent trying to arrange its installation in the applicants' vehicle. WBC provided its receipt for the \$67.23 cost of the part, and I infer that the remainder of its \$500 is for its time. The applicants deny that they are responsible for the \$500 claimed by WBC.
28. WBC admits that it purchased the part as a courtesy to the applicants. There is no indication that the applicants asked WBC to purchase the part or agreed to have WBC address the problem with their vehicle before the part was purchased. Further, the evidence does not suggest that the applicants agreed to compensate WBC for its time spent trying to address the problems with the vehicle.
29. As there was no agreement between the parties, I find that the applicants are not responsible for the damages claimed by WBC. As such, I dismiss WBC's counterclaim.
30. 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. As the parties were unsuccessful with their claim and counterclaim, I find that it is appropriate for them to bear their own expenses.

ORDERS

31. I dismiss the applicants' claims.

32. I dismiss WBC's counterclaim, and this dispute.

Lynn Scrivener, Tribunal Member