



Civil Resolution Tribunal

Date Issued: October 19, 2020

File: SC-2020-003834

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Louvriss v. Rob's Auto Care Ltd.*, 2020 BCCRT 1173

B E T W E E N :

DEAN LOUVRIS

APPLICANT

A N D :

ROB'S AUTO CARE LTD. and ROBERT HOGIKYAN

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a dispute about vehicle repairs. The applicant, Dean Louvriss, says that he took his vehicle to the respondents, Rob's Auto Care Ltd. (RAC) and Robert Hogikyan, for assessment. Mr. Louvriss says that the respondents billed him \$2,271.01 for repairs he did not authorize, and he asks for a refund. Mr. Louvriss also says that, after RAC's service, he spent a further \$1,097.05 on vehicle repairs. He asks for an order that the

respondents reimburse him a total of \$3,368.06. The respondents deny that they owe Mr. Louvris any money.

2. Mr. Louvris is self-represented. Mr. Hogikyan represents himself and, as principal, RAC.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. 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.
6. 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

7. The issues in this dispute are:
 - a. Whether the parties had an agreement for RAC to perform repairs on Mr. Louvris' vehicle that were not covered by a warranty,
 - b. Whether Mr. Louvris is entitled to a refund of the \$2,271.01 he paid to RAC, and
 - c. Whether Mr. Louvris is entitled to reimbursement of the \$1,097.05 he spent on later vehicle repairs.

EVIDENCE AND ANALYSIS

8. At the outset, I will address Mr. Hogikyan's status as a party to this dispute. As noted, Mr. Hogikyan is RAC's principal. This dispute is about whether there was an agreement between Mr. Louvris and RAC as a corporate entity. Mr. Hogikyan himself was not a party to any agreement, and there is no indication that he agreed to act in a personal capacity. I also note that there are no allegations about Mr. Hogikyan personally as distinct from his role as RAC's principal. Therefore, I find that Mr. Hogikyan is not responsible for Mr. Louvris' claims. I dismiss Mr. Louvris' claims against Mr. Hogikyan personally, and will consider only RAC's possible responsibility for Mr. Louvris' claims.
9. In a civil dispute like this, an applicant bears the burden of proof on a balance of probabilities. Mr. Louvris and RAC provided evidence and submissions in support of their positions. While I have considered all of this information, I will refer to only what is necessary to provide context to my decision.
10. In April of 2020, Mr. Louvris brought his vehicle to RAC (which operates under the trade name Advance Autoworks) for assessment. RAC is an authorized repair facility for Global Warranty, which holds the warranty over Mr. Louvris' vehicle. The parties agreed that RAC would contact Global Warranty to seek coverage for any repairs.

Mr. Louvris says that he told RAC that he needed to know Global Warranty's position about whether it would cover the repairs before the work was done. RAC says that this is not standard practice, and that it proceeds with repairs that it deems a priority in its professional opinion.

11. RAC says that it discovered some significant safety issues with the vehicle that required immediate attention. RAC says that it sent Mr. Louvris photos of the parts in question, then performed the repairs. According to RAC, its work included an oil and filter change as these were requested by Mr. Louvris and were necessary to address an oil leak. RAC says it notified Mr. Louvris of a problem with the air compressor but did not perform the repair as this was not a safety issue.
12. Not all of the work RAC performed was covered by the warranty. RAC issued an April 17, 2020 invoice to Mr. Louvris for \$2,271.01, which included the deductible for the warranty coverage. It issued another invoice to Global Warranty for \$1,611.80 in repairs covered by the warranty.
13. Mr. Louvris learned the extent of the work not covered by the warranty when he came to pick up his vehicle. It appears that the parties discussed whether there had been an agreement about the work not covered by the warranty, and RAC admitted that there had been a misunderstanding. RAC apparently offered to remove the parts from the vehicle, but Mr. Louvris did not feel comfortable having RAC working on his vehicle again. Mr. Louvris paid RAC for its \$2,271.01 invoice and later had other work done on the vehicle at other facilities. The parties corresponded about a possible refund, but they did not resolve their differences.
14. The parties disagree about whether Mr. Louvris authorized the repairs and whether RAC should be responsible for the repairs performed at the other facility.

The Repairs Completed by RAC

15. Mr. Louvris says that RAC never told him that all of the necessary repairs would not be covered by the warranty or the expected cost. He says that, if he had known that the work would not be covered by the warranty, he would have asked for quotes from

both RAC and another repair facility before having the work done. He asks for a full refund of the \$2,271.01 he paid for the unauthorized service.

16. RAC says that Mr. Louvris asked it to repair his vehicle. RAC says that it was aware that Mr. Louvris wanted to try to have all the repairs done under the warranty, and that it attempted to have all the repairs covered but was not successful.
17. The invoice to Global Warranty documents the customer complaints as “Not safe to drive. Rear end falling off. Clunks in front.” There is no indication that there was a written quote or estimate about the potential repair costs for Mr. Louvris. The evidence contains a series of text messages between Mr. Louvris and RAC. These messages show that RAC sent photos of various issues to Mr. Louvris, and that Mr. Louvris asked repeatedly about warranty coverage. They also establish that Mr. Louvris was surprised when RAC told him that some of the issues would not be covered by his warranty. The messages do not contain a specific request for confirmation that RAC should proceed with repairs not covered by the warranty.
18. RAC admits that there was a misunderstanding about what Mr. Louvris wanted it to do. I find that Mr. Louvris’ suggestion that RAC deliberately misled him about the extent of his warranty coverage is not supported by the evidence. While I find that the parties had an agreement about the repairs covered by the warranty, I find that the parties did not have a meeting of the minds about how to proceed with repairs outside the warranty’s scope. Based on the evidence before me, I find that Mr. Louvris did not agree to have RAC proceed with the repairs that were not covered by warranty, or the cost of such repairs.
19. Although I find that the parties did not agree to the essential terms of the contract for repairs not covered by the warranty, RAC did perform that work and Mr. Louvris has had some benefit from it. Mr. Louvris stated in his submissions that he is diligent about maintaining his vehicle, and admitted that he would have had the vehicle’s issues addressed at another facility had he known that they would not be covered by the warranty. Further, I find that it would not be appropriate for Mr. Louvris to receive

a full refund of the \$2,271.01 he paid to RAC as this includes the \$100 deductible for the work covered by the warranty.

20. I find that this is a suitable case to consider the principle of *quantum meruit*, which allows me to consider the amount fairly owing to RAC for the work it did, even though this was not set out in the parties' agreement.
21. RAC's invoice to Mr. Louvris shows charges for parts (shock absorbers and an air filter) and that it performed work on the shock absorbers, diagnosed oil leaks, performed an oil and oil filter service and topped up "AddBlue" fluid.
22. Mr. Louvris does not submit that the repairs listed on his invoice should have been covered by the warranty. He also does not submit that the listed repairs were substandard. With the exception of the fluid top-up addressed below, he does not say that the repairs performed by RAC were unnecessary. Instead, he suggests that he could have had the work done at his preferred facility for a lower cost. However, Mr. Louvris did not provide a statement from another service provider to confirm that any portion of the parts or labour would have cost less at their facility than what RAC charged, or that there would have been a different scope of work involved. Further, the evidence does not support the conclusion that Mr. Louvris would have received some other form of benefit by having the repairs done elsewhere. Finally, Mr. Louvris questioned the necessity of the fluid top-up but, according to the invoice, this was done at no additional cost.
23. As noted above, Mr. Louvris bears the burden of proof. I find that the evidence does not establish that the value of RAC's work, from a *quantum meruit* perspective, is less than the amount charged on its invoice and paid by Mr. Louvris. I also find that the evidence does not show that the scope of work would have differed had it been performed at another facility.
24. While Mr. Louvris may have preferred for the work not covered by the warranty to be performed elsewhere, I find that he has not proven his claim about the work performed by RAC. I dismiss Mr. Louvris' claim for a refund of the \$2,271.01.

The Repairs Completed by Others

25. Mr. Louvris also asks for an order that RAC pay him \$1,097.05 for subsequent parts purchases and repairs for his vehicle. He says these relate to repairs to an air compressor and to the strut installed by RAC.
26. Mr. Louvris says that RAC did not address an indicator light for the air compressor as he expected, and that the air compressor system later failed. Mr. Louvris says that he purchased a part for \$897.05 and paid a relative \$200 to install it. The relative discovered a leak in the hose leading to the air compressor, which was replaced at a cost of \$68.63. Mr. Louvris says this cost would have been avoided if RAC had advised him of the availability of warranty coverage for this issue. RAC says that it told Mr. Louvris that the air compressor needed to be addressed in the future, and questions why Mr. Louvris would have had to pay for an air compressor if this issue was covered by the warranty. RAC denies that it is responsible for this cost.
27. The evidence before me does not establish that RAC specifically agreed to fix the air compressor even if a warning light was illuminated. There appears to be no dispute that RAC alerted Mr. Louvris to a problem with the air compressor, but the parties disagree about the extent of the information RAC provided. I find that nothing turns on this.
28. The invoices do not indicate that RAC charged Mr. Louvris or Global Warranty for any work on the air compressor system. This does not appear to be a case of Mr. Louvris having to pay for the same work twice or not receiving coverage for a repair that should have been addressed by the warranty. Instead, it is a repair that he paid for as it was not done by RAC. I find that Mr. Louvris has not established that he incurred any additional costs for the air compressor that were due to RAC's action or inaction, or that he paid any additional costs as a result of RAC not addressing the air compressor problem earlier. Accordingly, I find that RAC is not responsible for the costs associated with the air compressor repairs.

29. The other expense relates to a rear strut that RAC replaced. Mr. Louvris says that, shortly after RAC's repairs, the vehicle was not driving properly so he took the vehicle to another facility and discovered that the rear strut needed to be replaced at a cost of \$1,356.59. He asks for reimbursement of this amount from RAC. RAC says that the strut installed on Mr. Louvris' vehicle was covered by a lifetime warranty and if it did fail (which RAC says is not proven), then it would have been replaced at no charge.
30. I find the questions of whether RAC's work on the strut was substandard or the strut itself was faulty are outside the knowledge and expertise of an ordinary person and require an opinion from a mechanic: see *Bergen v. Guliker*, 2015 BCCA 283. The evidence before me does not contain an opinion from a mechanic or other automotive professional that comments on these issues. I also note that the document in evidence from the other facility is a quote for \$1,356.59, but there is no indication that the work was done or that this amount was paid. I find that Mr. Louvris has not shown that the possible issue with the strut was due to RAC's work or any negligence on its part. Therefore, I find that RAC is not responsible for this portion of the claim.
31. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Louvris was not successful, I dismiss his claim for reimbursement of dispute-related expenses. The respondents did not pay fees or claim expenses.

ORDER

32. I dismiss Mr. Louvris' claims and this dispute.

Lynn Scrivener, Tribunal Member