



# Civil Resolution Tribunal

Date Issued: December 4, 2020

File: SC-2020-006101

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dhillon v. Coast Powertrain (Surrey) Ltd.*, 2020 BCCRT 1375

BETWEEN:

HARMANDER DHILLON

**APPLICANT**

AND:

COAST POWERTRAIN (SURREY) LTD.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Julie K. Gibson

## INTRODUCTION

1. This dispute is about repairs to a Freightliner Class Tractor (truck).
2. The applicant Harmander Dhillon says the respondent Coast Powertrain (Surrey) Ltd. (Coast) repaired his truck, but that it broke down 4 months later. Mr. Dhillon claims

\$5,000 as reimbursement for damage he says was caused by Coast installing the wrong part during the repair.

3. Coast says it installed the correct part into Mr. Dhillon's truck. Coast says the truck's subsequent failure was caused by "shock loading of the gearing", which is not a warrantable repair. Coast asks me to dismiss the dispute.
4. Mr. Dhillon represents himself. Coast is represented by business contact BH.

## **JURISDICTION AND PROCEDURE**

5. 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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT 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 CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says 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.
8. 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.

## ***Late Evidence***

9. Mr. Dhillon provided late evidence in this dispute. While Coast objected to the late evidence, I find that Coast had the opportunity to review it and provide submissions and evidence in response. Consistent with the CRT's mandate that includes flexibility, I find there is no actual prejudice to Coast in allowing the late evidence.

## **ISSUE**

10. The issue in this dispute is whether Coast installed an incorrect part when it repaired Mr. Dhillon's truck, causing his claimed \$5,000 in damages.

## **EVIDENCE AND ANALYSIS**

11. In this civil claim, Mr. Dhillon, as applicant, bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
12. I find the following undisputed facts:
  - a. On March 24, 2020, Mr. Dhillon dropped off his truck at Coast for transmission repairs.
  - b. Coast's invoice for this repair visit records that when the front differential was removed, "catastrophic damage to case bearings both side bores" was observed. Mr. Dhillon opted to have Coast exchange the truck's front differential unit.
  - c. Coast then installed a newly rebuilt front differential. The invoice and the tag on the differential included, as a portion of a part number, 3.91. I will explain the significance of this below.
  - d. Coast told Mr. Dhillon verbally that there would be a 1-year unlimited mileage warranty on the differential.

13. On July 29, 2020, On the Spot Truck Repair (On the Spot), instructed by Mr. Dhillon, contracted Anderson Brothers Inc. to rebuild the truck's front differential again, identifying part number RP20-145-390-R. On the Spot then installed the front differential on the truck at Mr. Dhillon's request.
14. Coast says it installed the correct part, appropriate to replace the existing 3.90 differential. Mr. Dhillon says Coast installed the wrong differential, a 3.91. As a result, Mr. Dhillon says the trucks axles "failed to coordinate and caused the other gears to be at a different tread."
15. To succeed in his claim, Mr. Dhillon must prove both that Coast installed an incorrect part and that the incorrect part installation caused the claimed damage.

***Did Coast install an incorrect part?***

16. The parties agree that the appropriate gear ratio for the truck as of March 2020 was 3.90.
17. On Coast's March 24, 2020 invoice, Coast identifies the differential it installed as Item RP20-145/3.91R. Coast also installed a gear set, item B-41678-1.
18. Coast provided a parts list from the differential manufacturer, Meritor (Parts List). The Parts List shows that for a 3.90 ratio differential, the B-41678 gear set, which was used by Coast, is appropriate.
19. Coast says that "a gear set is what determines the ratio of the differential." Mr. Dhillon did not contest this.
20. As well, at page 6 of the Parts List, there is a footnote to the effect that B-41678-1 "replaces B-41516 (3.91 ratio)".
21. Mr. Dhillon relies on a July 24, 2020 Invoice from On The Spot (July Invoice), who examined the truck to assess the need for repairs. The author records that "DURING THIS EXCHANGE BETWEEN ON THE SPOT AND THIRD PARTY SHOP IN VANCOUVER, BC, IT WAS DETERMINED THAT THE VANCOUVER , BC SHOP

HAD INSTALLED AN rp-20-145 WITH A GEAR RATIO OF 391.” While I have considered this evidence, I find it is not determinative of what gear ratio Coast used, but only of the part number reported on Coast’s March invoice.

22. Coast’s explanation is that although the differential for this type of truck was first designed and produced in 1988 as a 3.91 gear ratio, in March 1996 Meritor changed the type of gearing to go into the truck. Coast says that the part number in its system was originally set up to identify a 3.91 gear ratio and was not updated after Meritor changed to a 3.90 ratio gear set. As a result, the part says 3.91 in its system, but Coast says it installed the differential with a 3.90 gear ratio. That is, the part was incorrectly catalogued.
23. I accept Coast’s evidence on this factual point and find that Coast installed a correct differential and gear set for the truck, but that the invoice reflected an obsolete part. I say this because Coast provided a Meritor Product Information Letter from March 1996 (Product Information Letter) which says that a new ratio of 3.90 should now be used to replace the 3.91 ratio and that a 3.91 gear set would no longer be available.

***Did Coast’s repair work cause the claimed damage?***

24. Even if I had found that Coast installed a 3.91 differential and that it was an incorrect part, I find that Mr. Dhillon’s claim would still fail.
25. This is because I find that whether a 3.91 front differential would cause the July 2020 damage is a matter outside ordinary knowledge and, therefore, requires expert evidence: *Bergen v. Guliker*, 2015 BCCA 283. Mr. Dhillon has not provided admissible expert evidence on that point.
26. Mr. Dhillon relies on the July Invoice. The July Invoice is written by someone whose qualifications are not specified and is identified only by their first name. Under the diagnosis description, the July Invoice records that there was a “FAILED SHAFT AT FRONT DIFFERENTIAL COMPENSATOR” and that the mechanic suspected “SHOCK LOAD TO UNIT”. However, the customer, who I infer is Mr. Dhillon, stated

that he believed the gear failure was due to Coast installing a differential with a stock ratio of 3.90.

27. I find the July Invoice is not admissible expert opinion about what caused the truck's damage because the author's qualifications are not laid out as required by CRT rule 8.3.
28. Both parties provided an email from KF, director of Business Development at Anderson Bros., Inc., who examined the differential that Coast installed after the truck broke down in July. KF gave his opinion that the unit had "suffered from a classic Shock Load failure", while the gear set remained in "fine working order."
29. I find that because KF's qualifications are not before me, as required by CRT Rule 8.3, his opinion is not admissible expert opinion.
30. Mr. Dhillon did not provide evidence linking Coast's repair work to the damage, except his own assertion that the truck's axles "failed to coordinate and caused the other gears to be at a different tread." This is contrary to a statement in the Product Information Letter that axle coordination issues would not be a problem because the 3.90 and 3.91 would be within an "acceptable range". Mr. Dhillon did not address this discrepancy, nor did he address Coast's submission that the damage was caused by shock load failure.
31. I find that Mr. Dhillon was not qualified in this dispute as an expert under Rule 8.3 and that, as a party, he would not be impartial as required by Rule 8.3(7). For these reasons, I do not accept Mr. Dhillon's opinion about what caused the damage as admissible expert opinion. I place no weight on it.
32. I find that I am left without expert evidence about what caused the truck's July 2020 damage. Because the burden of proof rests with Mr. Dhillon, I dismiss his claims.
33. 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 see no reason in this case not to follow that general rule.

Coast was the successful party but did not pay CRT fees or claim dispute-related expenses.

## **ORDER**

34. I dismiss Mr. Dhillon's claims and this dispute.

---

Julie K. Gibson, Tribunal Member