



# Civil Resolution Tribunal

Date Issued: April 30, 2021

File: SC-2020-009438

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Goring v. Bansal dba K&S Auto Repair Service*, 2021 BCCRT 461

B E T W E E N :

KEVIN GORING

**APPLICANT**

A N D :

GURPREET (GARY) BANSAL (Doing Business As K&S AUTO  
REPAIR SERVICE)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Lynn Scrivener

## INTRODUCTION

1. This dispute is about vehicle repairs. The applicant, Kevin Goring, took his vehicle to the respondent, Gurpreet (Gary) Bansal (Doing Business As K&S Auto Repair Service) for repairs. Mr. Goring says that Mr. Bansal failed to conduct the repairs

properly and damaged the vehicle. Mr. Goring asks for an order that Mr. Bansal pay him \$5,000 in damages.

2. Mr. Bansal says there was nothing wrong with the work he did on Mr. Goring's vehicle and denies that he is responsible for the claimed damages.
3. The parties are 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). 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.
5. 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.
6. 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.
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. Bansal was negligent in his handling of Mr. Goring's vehicle such that he is responsible for the claimed \$5,000 in damages.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, an applicant must prove their claims on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and argument that I find relevant and necessary to provide context to my decision.
10. The parties agree that Mr. Goring brought his 2002 Mercedes C240 to Mr. Bansal for radiator repairs on June 3, 2020. After those repairs were completed, Mr. Bansal advised Mr. Goring that the vehicle's engine needed to be replaced. The parties agreed that Mr. Bansal would perform the engine repair at a cost of \$1,500, and Mr. Goring provided this payment in cash on July 24, 2020.
11. After the engine was replaced, Mr. Bansal advised Mr. Goring that there were additional problems with the vehicle. The vehicle was towed to a third party facility in Langley for assessment. After the assessment, the third party identified some work that needed to be done on the vehicle but declined to perform it. According to a July 28, 2020 email from the facility, the vehicle's wiring had been "tampered with" and there were possible issues with control units. In the facility's view, given the vehicle's value, it was not worth the repair cost and so it decided that it would not perform the repairs. Mr. Goring says that the facility's decision was related to Mr. Bansal's "poor quality/shotty" work on the vehicle, but Mr. Bansal says this decision was related to the vehicle's age.
12. The vehicle was towed back to Mr. Bansal's shop. After several weeks, the vehicle was assessed at another third party facility in Surrey. As noted on its invoice, this facility found that the front control SAM lid had been left open and the fuses were corroded. The facility recommended the replacement of the front SAM and said more diagnostics likely would be needed. According to Mr. Goring, this facility estimated

that the vehicle repairs would cost \$6,000. Mr. Goring had the vehicle towed from Mr. Bansal's shop and the recommended repairs have not been performed.

13. Mr. Goring says that Mr. Bansal was negligent and did not properly diagnose or repair his vehicle. As a result, he says that he paid for repairs he would not have authorized had he known the true state of his vehicle and necessary repair costs. Mr. Goring also says that he did not have the use of the vehicle for four months despite paying for it to be insured, and had to buy a replacement vehicle. He asks for damages of \$1,500 for the installation of the replacement engine, \$1,064 for engine parts, \$314.17 for the third party diagnostic, \$632.44 for insurance, \$600 for a replacement vehicle and \$2,000 for the cost of the vehicle, which he says is a write-off. Mr. Goring has abandoned his claim above \$5,000 to fall within the CRT's small claims monetary limit.
14. Mr. Bansal says that Mr. Goring's car was defective. He denies that there was anything wrong with the work he did on the vehicle.
15. Mr. Goring's claims that Mr. Bansal is incompetent and failed to diagnose or repair the vehicle's problems are claims of negligence. In order to be successful, Mr. Goring must show that Mr. Bansal owed him a duty of care, that Mr. Bansal did not meet a reasonable standard of care when working on the 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 he claims (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27). As noted above, Mr. Goring bears the burden of proof on a balance of probabilities.
16. I accept that Mr. Bansal owes his customers, including Mr. Goring, a duty of care. However, I find that Mr. Goring has not established the applicable standard of care or that Mr. Bansal breached it.
17. Where the subject matter is beyond common understanding, expert evidence may be necessary to determine the appropriate standard of care (*Bergen v. Guliker*, 2015 BCCA 283). Given the technical nature of vehicle repairs, I find that expert evidence

would be required to establish the standard of care and to determine whether Mr. Bansal breached that standard. In addition, the fact that there were problems with the vehicle after Mr. Bansal performed work on it does not, by itself, establish a connection between the work and the subsequent problems. I find that expert evidence would also be necessary to show a connection between Mr. Bansal's work and the vehicle's issues.

18. There is no report before me from a mechanic or other automotive professional that comments on any of these matters.
19. The evidence contains emails from the Langley and Surrey facilities, as well as the invoice detailing the results of the diagnostic performed by the Surrey facility. Although these documents contain information about the vehicle's condition, they do not comment on any work that Mr. Bansal did to the vehicle or his diagnoses for the vehicle's problems. The documents do not contain any discussion of whether the vehicle had problems that were there to be seen when Mr. Bansal did his work, or whether he should have performed the work differently. Significantly, the documents do not identify a causative link between Mr. Bansal's work and any of the vehicle's problems. They also do not contain any information about whether any of the problems would be expected in a vehicle of that age.
20. I find that these documents from the Langley and Surrey facilities do not meet the requirements for expert evidence set out in CRT rule 8.3. Even if they did, the information contained in them does not assist with the determination of the issues before me.
21. I acknowledge Mr. Goring's submissions that he found his dealings with Mr. Bansal to be stressful and unpleasant. However, in the absence of expert evidence, I find that he has not proven that Mr. Bansal was negligent with respect to his vehicle. Therefore, his claims must be dismissed.
22. 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. Goring was not successful, I dismiss his claim for reimbursement of CRT fees. He did not make a claim for dispute-related expenses.

## **ORDER**

23. I dismiss Mr. Goring's claims and this dispute.

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Lynn Scrivener, Tribunal Member