



Civil Resolution Tribunal

Date Issued: August 5, 2021

File: SC-2021-002451

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Padam v. Universal Auto Collision Ltd.*, 2021 BCCRT 858

BETWEEN:

JAY PADAM

APPLICANT

AND:

UNIVERSAL AUTO COLLISION LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about vehicle repairs.
2. The applicant, Jay Padam, says they paid the respondent, Universal Auto Collision Ltd. (Universal), \$1,700 to repair cracks on the frame of their 2015 Nissan Frontier (truck). Mr. Padam says Universal's repairs were deficient because less than 3

months after Universal completed the repairs, the truck's frame was again cracked and required further repairs. Mr. Padam claims \$1,700, as a refund of what they paid Universal.

3. Universal denies that its work was deficient, and says it is not responsible for the alleged cracks. Universal also says Mr. Padam did not pay its entire \$1,700 invoice and still owes Universal money. Universal did not file a counterclaim.
4. Mr. Padam is self-represented. Universal is represented by its owner, Kulwinder Sandhu.

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.

ISSUE

9. The issue in this dispute is whether Universal was negligent in performing Mr. Padam's truck repairs, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant, Mr. Padam must prove their claims on a balance of probabilities. I have read all the parties' evidence and submissions, but I refer only to the evidence and arguments that I find relevant and necessary to provide context for my decision. I note that Universal chose not to provide any evidence, despite having the opportunity to do so.
11. As noted, Mr. Padam says they took the truck to Universal to repair cracks in the truck's frame. Mr. Padam did not provide any details about the cause of the cracks or the specific date that Universal did the alleged repairs. Mr. Padam provided an undated invoice from Universal for \$1,700. The only description of the work on the invoice is a handwritten note that states: "Frame Pull Up".
12. Universal says that Mr. Padam's truck was originally at a different shop for frame repairs and that the other shop asked Mr. Sandhu to "pull the frame" for them. Universal says that it only pulled and aligned the truck's frame, but it did not do any welding and was not asked to fix any cracks.
13. Based on the limited evidence before me, I find Mr. Padam has failed to prove that they paid Universal to repair cracks in the truck's frame, as alleged.
14. However, even if Mr. Padam had proven that they contracted with Universal to repair the truck's cracked frame, I find Mr. Padam has not met their burden to prove Universal's work was substandard.

15. In order to prove negligence, Mr. Padam must show that Universal owed them a duty of care, Universal breached the standard of care in performing the repairs, that Mr. Padam sustained damage, and that the damage was caused by Universal's breach of the standard of care (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27 at paragraph 3). I find that Universal owed a duty of care to Mr. Padam as its customer.
16. Where a dispute's subject matter is technical or beyond common understanding, expert evidence is often needed to help the decision maker determine the appropriate standard of care (*Bergen v. Guliker*, 2015 BCCA 283, paragraphs 124 to 131). I find that expert evidence is required for me to determine the standard for mechanical or body repairs on Mr. Padam's truck, and whether Universal met that standard.
17. Mr. Padam did not provide any expert evidence. Mr. Padam provided some undated photos of the truck's frame, which they say show cracks in the frame while Universal was doing repairs. Mr. Padam also provided some photographs dated March 23, 2021, which they say were taken at another vehicle repair shop, PAF, where the frame cracks were later repaired. I find that without an expert to interpret the photographs, I am unable to determine what work Universal did or that Universal's work was substandard.
18. Mr. Padam also provided a March 23, 2021 invoice from PAF, which stated it was for "weld and repair frame" in the amount of \$1,068.43. There is no reference on PAF's invoice to Universal's work or why the frame repairs were needed. In the absence of a statement from PAF or another vehicle frame expert, I find Mr. Padam has failed to prove the standard of care in performing the frame repairs or that Universal failed to meet the required standard. I find I must dismiss Mr. Padam's claim.
19. As noted, Universal says that Mr. Padam did not pay its full \$1,700 invoice, but Universal did not file a counterclaim. Generally, in such circumstances, if a respondent can show they have a claim sufficiently connected to the applicant's claim, a set-off may be ordered against any damages found payable to the applicant. However, given my findings above, there is nothing to set-off against, so I do not have to consider Universal's allegations about money owing.

20. 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. Mr. Padam was unsuccessful and so I dismiss their claim for CRT fees. Neither party claimed any dispute related expenses.

ORDER

21. I dismiss Mr. Padam's claims, and this dispute.

Kristin Gardner, Tribunal Member