



Civil Resolution Tribunal

Date Issued: January 17, 2022

File: SC-2021-005426

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ratte v. Bansal (dba K&S Auto Repair)*, 2022 BCCRT 59

BETWEEN:

SARBJIT RATTE

APPLICANT

AND:

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

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about car repairs. The applicant, Sarbjit Ratte, says the respondent, Gary Bansal (Doing Business As K&S Auto Repair), damaged his 2015 Kia car

while doing an air conditioning (AC) repair. Mr. Ratte claims \$4,500, as a \$1,232.52 refund for Mr. Bansal's work plus unspecified damages. Mr. Ratte says he refused to pick up his car until the damage was repaired and then Mr. Bansal had it towed away.

2. Mr. Bansal says he fixed the limited leather damage related to his repair and denies responsibility for any other claimed damage. Mr. Bansal says Mr. Ratte removed his car's license plates and abandoned the car there. Mr. Bansal says the car is no longer in his possession and denies responsibility for towing and impound fees.
3. The parties are each 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). 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute based on the submitted evidence and through written submissions.
6. Under CRTA section 42, 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 CRTA section 118, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUE

8. The issue is to what extent, if any, Mr. Ratte has proved Mr. Bansal damaged his car, and to what extent Mr. Ratte has proved the claimed \$4,500 in damages.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, as the applicant Mr. Ratte has the burden of proving his claims on a balance of probabilities (meaning “more likely than not”). I have only referenced below what I find is necessary to give context to my decision.
10. The relevant background facts are not disputed. On June 3, 2021, Mr. Ratte dropped off his car at Mr. Bansal’s shop for an AC repair. Mr. Bansal said that to do so the dashboard would need to be removed, and Mr. Ratte agreed. Mr. Bansal completed the AC repair and on June 17, 2021 Mr. Ratte picked up his car and paid \$1,232.52 for that repair.
11. Mr. Ratte says later his daughter, the car’s regular driver, discovered the damage. In particular, Mr. Ratte says the car’s leather steering wheel was scratched, the dash was not “fitted back properly” with gaps between the windshield, the interior front windshield “pillar covers” were dangling on both sides with broken fastening locks, and the front windshield was cracked on the passenger side. Mr. Ratte says Mr. Bansal initially agreed to repair all the damage but later refused to do so.
12. Mr. Ratte undisputedly returned the car to Mr. Bansal, who says he fixed the leather steering wheel scratches and determined the windshield crack was old damage unrelated to his repair. Mr. Bansal says he repaired all damage related to his repair, which Mr. Ratte denies.

13. Mr. Ratte became upset because he felt all the damage was not repaired, including the windshield that Mr. Bansal had told him was not his responsibility. In late June 2021, Mr. Ratte admittedly removed his car's license plates and left his car with Mr. Bansal on the basis the alleged damage was not repaired. The evidence shows the car was towed away from Mr. Bansal's lot on July 4, 2021. Mr. Ratte started this CRT dispute on July 9, 2021 but it appears did not pursue the car's return until October 2021. At that point, the towing company's towing and storage charges totalled \$2,074. Together with the \$1,232.52 repair charge from Mr. Bansal, this totals \$3,306.52. Mr. Ratte does not explain the difference between this figure and the claimed \$4,500, although I infer some portion is for the alleged unrepaired damage to the car.
14. Mr. Bansal's submitted evidence shows he paid a business called New Creations \$131.25 for "misc interior repairs" on Mr. Ratte's car, which I accept was for the leather scratches. Significantly, Mr. Ratte submitted no evidence showing any of the alleged car damage, such as photos of the dashboard, pillars, leather scratches, or any statement from another mechanic or qualified professional. Parties are told to submit all relevant evidence. So, I find it unproven that the leather steering wheel remained scratched after Mr. Bansal's fix. I dismiss this aspect of Mr. Ratte's claim.
15. Mr. Bansal also submitted a November 17, 2021 email from Sid's Auto Glass & Detailing Ltd. (Sid's). Sid's wrote that it inspected the damage on the bottom right side of the windshield and concluded it was old because of discolouration and the fact the window was delaminating in the impact area. Sid's wrote this windshield damage "could easily be more than 6-7 months old". I accept Sid's opinion as expert evidence under the CRT's rules, which Mr. Ratte does not particularly dispute. I find Mr. Ratte has not proved Mr. Bansal cracked his windshield and dismiss this aspect of Mr. Ratte's claim.
16. This leaves the allegedly improperly fitted dashboard and windshield "pillars" and locks. As noted, Mr. Bansal denies this alleged damage. As also noted, Mr. Ratte submitted no photos or any evidence at all to prove this alleged the car damage. He

also submitted no evidence to show the value of the alleged necessary repairs. So, I dismiss this aspect of his claim as well.

17. I turn then finally to the July 4 towing and later storage charges. I find Mr. Bansal is not responsible for this, given Mr. Ratte admittedly removed his license plates in around late June and refused to take his car back. This was after Mr. Bansal had clearly refused to accept further responsibility for the car. As also noted, Mr. Ratte also does not explain how he arrived at the claimed \$4,500 figure. Given the above, I dismiss Mr. Ratte's claims.

18. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Mr. Ratte was unsuccessful, I dismiss his claim for reimbursement of paid CRT fees. Mr. Bansal did not pay CRT fees and no dispute-related expenses were claimed.

ORDER

19. I dismiss Mr. Ratte's claims and this dispute.

Shelley Lopez, Vice Chair