



Civil Resolution Tribunal

Date Issued: February 8, 2022

File: SC-2021-004614

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Janjua v. Mah dba (EVS) Electronic Vehicle Systems*, 2022 BCCRT 152

B E T W E E N :

AMARJIT JANJUA

APPLICANT

A N D :

LARRY MAH (Doing Business As ARMADA (EVS) ELECTRONIC
VEHICLE SYSTEMS)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about an electronic bike. The applicant, Amarjit Janjua, purchased the new bike from the respondent, Larry Mah (Doing Business As Armada (EVS) Electronic Vehicle Systems). Mr. Janjua says he returned the bike to Mr. Mah because it was defective. He claims \$2,150 as a refund.

2. Mr. Mah disagrees. He says Mr. Janjua misused the bike and is not entitled to a refund. He also says Mr. Janjua left the bike at his store despite his objections. He says Ms. Janjua's purchase is, at most, covered by a manufacturer's warranty, and he is not liable because he is not the manufacturer.
3. The parties are self-represented.
4. For the reasons that follow, I dismiss Mr. Janjua's claims.

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 Mr. Mah breached the parties' contract by selling a defective bike, and if so, what remedies are appropriate.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Janjua must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions but refer only to the evidence and arguments that I find relevant to provide context for my decision.
11. Mr. Janjua purchased the new bike from Mr. Mah's unincorporated business on March 20, 2021. The purchase is documented in a written warranty of the same date. The warranty shows no price, but it is undisputed that the bike cost \$2,150. The warranty said the sale was final. The warranty describes the bike and outlines the guarantees provided by Armada Trading Ltd. (Armada). Given this, I find Armada is liable under its terms and not Mr. Mah. It also had some amendments in red ink, but I have ignored them as they are inconsistent with the parties' submissions. Nothing turns on the amendments in any event.
12. On March 25, 2021, Mr. Janjua brought the bike back to Mr. Mah to fix a tire puncture. The bike then lost all power on March 28, 2021. Mr. Janjua brought the bike back on that date as well. A receipt shows he paid \$33.59 for Mr. Mah to complete a tire patch and for wire controller repairs. I find from the parties' submissions that the repairs were successful, and the bike worked after this.
13. From April 1 to May 26, 2021 Mr. Janjua says he did not use his bike. I accept this as true. On the afternoon of May 31, 2021, he used the bike and it lost power again. He returned the bike to Mr. Mah that evening and left it there for repairs. He also left some of his personal possessions behind. On June 6, 2021, Mr. Mah told Mr. Janjua to take the bike home because it was taking up too much space. He said he was having difficulty obtaining replacement parts from China. Mr. Janjua refused and

asked for a refund. Mr. Mah said he would not return any money. Mr. Janjua applied for CRT dispute resolution shortly after this.

Did Mr. Mah breach the parties' contract?

14. Mr. Janjua seeks a full refund. As noted earlier, the manufacturer's warranty is provided by Armada, a corporation legally distinct from Mr. Mah as the named respondent. Armada is not a party to this dispute. So, I find the key warranties are those set out under the *Sale of Goods Act* (SGA). This is because I find Mr. Mah is in the business of supplying electronic bikes, regardless of whether or not he manufactures them. As such, the SGA implies the warranties under section 18 for fitness for purpose, merchantability, and durability into the parties' contract. I will further discuss the manufacturer's warranty below.
15. The parties' submissions indicate that the bike initially ran and functioned as an electronic bike. So, I find the bike was of merchantable quality and reasonably fit for its purpose. I find the key issue is whether it was durable for a reasonable period of time.
16. Mr. Janjua bought the new bike on March 20 and said it lost power on May 31, 2021. He provided no evidence about why this happened. Mr. Mah says he examined it and found that the motor had overheated causing some wires to melt. He said it needed a new motor sensor. To support this submission, he provided pictures of blackened and melted wire components that he says were from Mr. Janjua's bike. Mr. Mah said this damage was consistent with "misuse and abuse" of the bike, caused by a failure to pedal the bike while using the motor to go uphill. I infer from this that Mr. Mah does not intend to continue repairs.
17. Based on the submissions and the photograph, I find it proven that the bike lost power and there was some damage to the motor components. I find that expert evidence is required to determine the cause of the problem, because I find the allegations about the bike's motor is a technical matter. See *Bergen v. Guliker*, 2015 BCCA 283.

18. As noted earlier, the bike worked for a period of time after Mr. Janjua purchased it and after Mr. Mah serviced it on March 28, 2021. The motor stopped working on June 6, 2021. However, I find this alone is not enough to show that the bike failed to be reasonably durable. Based on the evidence before me, I find it equally likely that either Mr. Janjua misused the bike, or the motor was defective. Mr. Janjua bears the burden of proof to prove his claims, as noted earlier. Mr. Janjua provided no expert or other evidence about the cause of the motor's failure. For example, he did not provide a bike mechanic's opinion about the motor. He did not address Mr. Mah's allegation that he improperly used it on hills. He did not address the melted wires. So, I do not find his claims proven.
19. As for the manufacturer's warranty, I have already found that it is provided by Armada and not Mr. Mah. However, I note that the warranty says all warranty claims "will be examined for failure analysis in case of customer misuse or damage". So even if I found Mr. Mah liable under its terms, I find it unproven that Mr. Mah breached its terms.
20. In submissions, Mr. Janjua also requested orders that Mr. Mah return his personal possessions. I do not find this claim to be properly before me as it was not in the Dispute Notice. So, I make no orders about it.
21. Given the above, I dismiss Mr. Janjua's claims.
22. 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. I dismiss Mr. Janjua's claims for reimbursement. The parties claimed no specific dispute-related expenses, so I order none.

ORDER

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

David Jiang, Tribunal Member