



Civil Resolution Tribunal

Date Issued: March 21, 2022

File: SC-2021-005499

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Windle v. Norlang Automotive Ltd.*, 2022 BCCRT 308

BETWEEN:

BRIAN WINDLE

APPLICANT

AND:

NORLANG AUTOMOTIVE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about car repairs. The applicant Brian Windle says the respondent, Norlang Automotive Ltd. (Norlang), overcharged him for his car repairs, contrary to

his authorization. While Norlang's authorization set out a \$8,087.98 grand total, Mr. Windle says he authorized repairs for only \$4,947.79 and expected to have \$3,140.19 of that covered by an aftermarket Lubrico warranty. Mr. Windle says that Norlang's final invoice was \$8,060.14, charging him \$4,947.79 and applying the warranty to the difference. Mr. Windle says he paid the full invoice in order to get his car back. He claims a \$3,112.35 refund.

2. Norlang says Mr. Windle authorized \$8,087.98 worth of repairs and says Mr. Windle was responsible to pay whatever the warranty did not cover. As discussed further below, Norlang denies Mr. Windle's allegation that Norlang altered the signed authorization after Mr. Windle signed it. Norlang asks that I dismiss the dispute.
3. Mr. Windle is self-represented. Norlang is represented by an employee or principal.

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. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 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.
8. Norlang submitted late evidence after the CRT's deadline. This was a copy of its July 8, 2021 invoice to Mr. Windle for \$8,060.14. I do not admit the late evidence simply because it is an exact duplicate of evidence Norlang already submitted on time.

ISSUE

9. The issue in this dispute is whether Norlang charged Mr. Windle for car repairs in excess of what Mr. Windle authorized, and if so, to what extent if any is Mr. Windle entitled to the claimed \$3,112.35 refund.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, as the applicant Mr. Windle must prove his claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
11. The background facts are largely undisputed. In May 2021, Mr. Windle brought his 2010 BMW X6 to Norlang. Norlang determined the car had an internal turbo charger failure. I note there is no issue about the quality of Norlang's work. Rather, the sole issue is whether Mr. Windle authorized the extent of the repairs completed and whether he agreed to be responsible for the amount he was charged.
12. Norlang submitted a copy of its 2-page work order (authorization) which shows a May 21, 2021 "appointment date". There is also a May 27, 2021 date at the bottom, which I infer refers to when the authorization was printed but the meaning of this

date is not entirely clear. This authorization set out a typed list of supplies and labour with a “grand total” of \$8,087.98. The typed portion around Mr. Windle’s signature says he authorized Norlang to repair the vehicle “to the maximum of the amount of this estimate/repair order”. Below this there is a handwritten note undisputedly written by Norlang staff that the warranty provider, Lubrico, would pay \$3,140.19 and “Client Authorization Amount - \$4,947.79”. As noted, Mr. Windle undisputedly signed the authorization. More on the authorization below.

13. Norlang also submitted a copy of its July 8, 2021 \$8,060.14 invoice issued to Mr. Windle, which has a handwritten notation that it was emailed to Lubrico “for balance” on July 14, 2021. It is not readily apparent why this invoice is slightly lower than the authorization amount, but I find nothing turns on the discrepancy. Mr. Windle’s \$3,112.35 refund claim is based on the difference between the \$8,060.14 and the \$4,947.79 figure he says was his authorization for the total repair cost.
14. Mr. Windle expressly argues that Norlang added a portion of the handwritten notation, the “Lubrico - \$3,140.19”, after he signed the authorization. He says the only handwritten notation on the form before he signed it was “Client Authorization Amount - \$4,947.79”. Mr. Windle says that this meant he only agreed to the total repairs costing \$4,947.79 and that any Lubrico warranty coverage he had would be deducted from that amount. Norlang disagrees, as discussed below.
15. Norlang says the total repair cost was \$8,060.14 as set out on its invoice, which closely matched the authorization’s grand total. As explanation for the handwritten notations, Norlang says it did not know how much Lubrico would cover when it initially gave Mr. Windle the authorization. In support, Norlang submitted a copy of a May 26, 2021 authorization from Lubrico for \$3,140.19. While the authorization has the May 27, 2021 date printed on it, I find it unproven that Norlang had the Lubrico authorization in hand before it gave Mr. Windle the estimate. I say this because it is undisputed Mr. Windle brought his car to Norlang on May 21, 2021 and because as noted I find it unclear what the May 27, 2021 date represents.

16. Central to this dispute, I find Mr. Windle has not proven that Norlang forged the authorization form to require Mr. Windle to pay more than he agreed. In other words, I find it unproven Norlang added the “Lubrico - \$3,140.19” after Mr. Windle signed the authorization. First, I find the handwriting’s spacing on the form does not support a conclusion that the Lubrico reference was squeezed in after the fact. Next, the typed portion of the form clearly shows the estimate was \$8,087.98. Significantly, I find it unlikely that Norlang would agree that the repair cost would instead total only \$4,947.79 as Mr. Windle alleges. While Mr. Windle says he received a \$5,400 telephone estimate from another shop, he did not submit any statement from that shop to confirm that. Finally, Mr. Windle says his son was present during the discussion about the amount he was authorizing, and yet he submitted no statement from his son. In the CRT process, parties are told to submit all relevant evidence, which includes witness statements. Since Mr. Windle did not explain why he provided no statement from his son, I find it appropriate to draw an adverse inference against Mr. Windle and find that his son’s evidence would not assist Mr. Windle.
17. I also find it does not make sense for Mr. Windle to undisputedly agree to be the “client” responsible for \$4,947.79 but expect that Norlang would complete all repairs for that amount and then apply the warranty to some portion of that figure. I say this because Mr. Windle knew from his prior 2020 repairs at Norlang that Norlang would directly bill Lubrico for the warranty portion of the total repair charge.
18. In particular, Mr. Windle submitted a copy of the earlier Norlang 2020 work authorization. There, Norlang again advised Mr. Windle before invoicing that Lubrico would cover \$3,140.19 (the same amount it covered here for the 2021 repair at issue). Contrary to Mr. Windle’s apparent assertion, I find this evidence shows he knew that the authorization’s ‘grand total’ was what Norlang expected to be paid for its repairs and that Lubrico’s contribution was only part of that total.
19. Finally, I find it unproven that Norlang completed repairs beyond the “minimum” that Mr. Windle says he wanted done. I note he did not identify any particular work that

he says was outside the scope of his authorization. I also note he did not indicate on either the signed authorization or on the Norlang invoice he signed that he had any issue with the total cost of repairs, which as noted were over \$8,000.

20. Given my findings above, I find Mr. Windle's claim must be dismissed as unproven. I find he is not entitled to the claimed refund.

21. 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. Windle was unsuccessful, I find he is not entitled to reimbursement of CRT fees or expenses. Norlang did not pay fees or claim dispute-related expenses.

ORDER

22. I dismiss Mr. Windle's claim and this dispute.

Shelley Lopez, Vice Chair