



Civil Resolution Tribunal

Date Issued: March 22, 2022

File: SC-2021-006734

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ritchie v. International Motorcycle Brokers Inc.*, 2022 BCCRT 319

BETWEEN:

EILIDH RITCHIE

APPLICANT

AND:

INTERNATIONAL MOTORCYCLE BROKERS INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about motorbike repairs. The applicant Eilidh Ritchie says the respondent, International Motorcycle Brokers Inc. (IMBI), was negligent in repairing

her motorbike. Ms. Ritchie bought the motorbike from its prior owner TG while the motorbike was already with IMBI for repairs. Ms. Ritchie says IMBI missed a large fuel leak that she says led to a “dangerous situation” while she rode the motorbike. TG paid IMBI’s \$854.95 invoice, which Ms. Ritchie says was because she paid TG “full market price” for the motorbike. Ms. Ritchie claims \$854.95 from IMBI, saying it was negligent and that its work was of no value to her and she had to have the motorbike repaired elsewhere for \$2,032.80. TG is not a party to this dispute.

2. IMBI says the fuel leak issue that arose when Ms. Ritchie rode the motorbike was a “completely new issue” and was not the subject of its repairs completed at TG’s request. IMBI denies Ms. Ritchie’s claim.
3. Ms. Ritchie is self-represented. IMBI 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.

ISSUES

8. The issues in this dispute are whether IMBI's motorbike repairs were negligent and if so whether IMBI owes Ms. Ritchie \$854.95 in compensation.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Ms. Ritchie must prove her 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. I note Ms. Ritchie did not provide any reply submissions, despite having the opportunity to do so.
10. TG brought the motorbike, a 2012 Moto Guzzi V7 (bike), to IMBI on May 13, 2021. IMBI's repair order and invoice was issued to TG and shows a "cashier date" of July 6, 2021. It also shows TG complained of a backfiring issue, which was described as a "SC spluttering issue, some times idles at 2000 rpm" (quote reproduced as written), and that IMBI charged \$1,076.08 for this, including an oil change and fixing a front tire. It is undisputed TG paid IMBI's invoice.
11. Ms. Ritchie bought the bike from TG on June 10, 2021, as set out on a Transfer Tax Form in evidence.
12. I note Ms. Ritchie claims \$854.95 based on what IMBI charged for this repair, but I cannot reconcile the discrepancy between that figure and the \$1,076.08 IMBI charged TG. Given my conclusion below, I find nothing turns on the difference.

13. IMBI says it had no contract with Ms. Ritchie. I agree. While Ms. Ritchie argues she “took over” communication with IMBI about the bike’s repair after she bought it from TG, I find that does not establish a contractual relationship. TG undisputedly brought the bike to IMBI, provided all the instructions for its repair, and paid IMBI’s invoice. In any event, the documentary evidence before me shows Ms. Ritchie only emailed IMBI on July 3, 2021 asking if there was an update on the bike and if it was being worked on that day.
14. So, I find that Ms. Ritchie’s claim is a tort claim based in negligence. To prove negligence, she must show that IMBI owed her a duty of care, that it breached the applicable standard of care, she sustained damage, and that IMBI’s breach of the standard of care caused the damage. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.
15. I note Ms. Ritchie’s negligence claim is one of pure economic loss since there was undisputedly no injury or property damage. There are limited situations where an applicant can recover in tort for pure economic loss. One of those is where there a negligent performance of a service poses a substantial risk of injury or damage. I accept that if IMBI is responsible for the fuel leak that this posed a substantial risk of injury given the bike was ridden on a highway (see *1688782 Ontario Inc. v. Maple Leaf Foods Inc.*, 2020 SCC 35).
16. Given the undisputed safety issue, and because IMBI knew that Ms. Ritchie had bought the bike, I find that IMBI owed Ms. Ritchie a duty of care. Ms. Ritchie had to pay over \$2,000 to have the fuel leak fixed, more than the claimed \$854.95. So, for the purpose of this decision I accept she sustained a loss. The central issue is whether IMBI breached the applicable standard of care in not diagnosing or repairing the fuel leak. For the reasons that follow, I find the answer is no.
17. IMBI denies that it ever did any work on the bike’s fuel system. I find there is nothing obvious in IMBI’s repair order or accompanying detail that shows it did. In particular, while IMBI’s “Detail” page of its work order shows it replaced an exhaust gasket,

bushing, “intake hose”, and another hose, I cannot conclude that work related to the fuel system or reasonably should have alerted IMBI to a fuel leak.

18. Ms. Ritchie relies on an August 3, 2021 repair invoice from Rising Sun Motorcycles Ltd. (RSM). RSM’s invoice describes backfiring complaints similar to TG’s complaint. RSM’s invoice said under “customer notes” that Ms. Ritchie reported that IMBI had “swapped out the air intake hose”, and that the bike seemed a “bit better at first but getting worse again”. RSM diagnosed a “massive fuel leak – runs very rough”.
19. However, there is nothing in RSM’s invoice expressly critical of IMBI’s work. There is no indication that RSM concluded IMBI should have diagnosed and fixed the fuel leak when it did the repairs at TG’s request. While RSM says “fuel line was not hooked up correctly and missing O-rings”, there is no indication that IMBI addressed those things in its work and as noted IMBI says it did not work on the fuel system.
20. Ms. Ritchie submitted a copy of her August 16, 2021 email to IMBI, in which she said an “independent mechanic” told her they could not understand how “the previous mechanic” had missed the fuel leak. However, Ms. Ritchie submitted no witness statement to that effect, from RSM or otherwise, and no explanation why not. So, I place no weight on this hearsay statement.
21. Here, I find whether the fuel leak was something IMBI ought to have diagnosed or repaired during its service is something outside ordinary knowledge. With that, I find Ms. Ritchie must have expert evidence to prove the relevant standard of care for a reasonably competent mechanic and that IMBI’s handling of the bike’s repairs fell below that standard (see *Bergen v. Guliker*, 2015 BCCA 283). Yet here she submitted no such evidence. So, I find Ms. Ritchie has not proved IMBI breached the relevant standard of care for a mechanic repairing motorbikes. It follows that I must dismiss Ms. Ritchie’s claim because she has not proved IMBI was negligent.
22. 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 Ms. Ritchie was unsuccessful, I find she is not entitled to reimbursement of CRT fees or expenses. IMBI did not pay fees or claim dispute-related expenses.

ORDER

23. I dismiss Ms. Ritchie's claim and this dispute.

Shelley Lopez, Vice Chair