



# Civil Resolution Tribunal

Date Issued: April 29, 2022

File: SC-2021-008207

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Patzwald v. Greater Vancouver Associate Stores Ltd.*, 2022 BCCRT 504

BETWEEN:

TERRY PATZWALD

**APPLICANT**

AND:

GREATER VANCOUVER ASSOCIATE STORES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about alleged vehicle damage. The applicant, Terry Patzwald, took his vehicle to the respondent, Greater Vancouver Associate Stores Ltd. (GVAS),

which operates as a Canadian Tire franchise. Mr. Patzwald brought his vehicle to GVAS to have an out-of-province inspection. Mr. Patzwald says that while it was in GVAS' possession, the vehicle's driver's side sliding door was damaged. Mr. Patzwald claims \$1,223.46 in repair costs.

2. GVAS says its technician opened all the doors as is required for inspection, and noticed the power sliding doors were not functioning and a broken wire was hanging from the door prior to the sliding door being opened. GVAS denies responsibility for the door's damage and says it owes nothing.
3. Mr. Patzwald is self-represented. GVAS is represented by its general manager.

## **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). CRTA section 2 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. In some respects, both parties of this dispute call into question the credibility, or truthfulness, of the other. 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.

## **ISSUE**

8. The issue in this dispute is whether Mr. Patzwald's vehicle's sliding door was damaged while in GVAS' possession and if so whether GVAS is responsible for the claimed \$1,223.46 in repair costs.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Mr. Patzwald 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.
10. On June 3, 2021, Mr. Patzwald brought his 2017 Honda Odyssey vehicle to GVAS to have an out-of-province inspection done. In short, Mr. Patzwald says the GVAS technician damaged his vehicle's sliding door. In contrast, GVAS says the technician identified the door damage as pre-existing, which is set out in a handwritten notation on GVAS' "repair order" for the inspection.
11. Mr. Patzwald's evidence consists entirely of photos of his vehicle, a schematic of the relevant door part, and a June 14, 2021 repair invoice for \$1,223.46 to replace the left sliding door's motor. I cannot tell from the photos that the vehicle was not already damaged when it arrived at GVAS as GVAS asserts. I also cannot tell from the photos that anyone with GVAS damaged the door. I say the same about the invoice, as it does not comment on how or when the door's motor damaged

occurred. I also note the undisputed evidence from Carfax reports in evidence that the vehicle had previously been in significant accidents.

12. I acknowledge Mr. Patzwald's evidence that he had only just bought the vehicle from out of province and had only had it in his possession for 24 hours when he took it to GVAS. However, that does not prove GVAS damaged the door.
13. On balance, I find the evidence does not show GVAS damaged Mr. Patzwald's vehicle's sliding door during the inspection. I also note that before the inspection was done Mr. Patzwald signed the repair order and right above his signature it says by signing he discharged GVAS from any losses relating to vehicle damage. Given all the above, it follows that I dismiss Mr. Patzwald's claim.
14. 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. Patzwald was unsuccessful, I dismiss his claim for CRT fees. GVAS did not pay CRT fees and no dispute-related expenses were claimed.

## **ORDER**

15. I dismiss Mr. Patzwald's claim and this dispute.

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Shelley Lopez, Vice Chair