



Civil Resolution Tribunal

Date Issued: July 5, 2022

File: SC-2021-008907

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Saransingh v. A.S.A.P. Ventures Ltd.*, 2022 BCCRT 768

BETWEEN:

SABINA SARANSINGH

APPLICANT

AND:

A.S.A.P. VENTURES LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about a broken ice maker. The applicant, Sabina Saransingh, hired the respondent, A.S.A.P. Ventures Ltd. (ASAP), to repair the ice maker in her fridge, which was not working. Ms. Saransingh says ASAP replaced the ice maker unit, but the replacement did not work, and ASAP said more parts needed to be replaced. Ms. Saransingh says she never agreed to the extra parts' costs, and she claims a full

\$393.79 refund of the ice maker's cost. ASAP says it refunded the cost of additional parts it installed. ASAP also says the new ice maker unit works, but Ms. Saransingh refused to approve a faulty control board replacement to enable ice making, so she is not entitled to a refund for the ice maker.

2. Ms. Saransingh is self-represented in this dispute. ASAP is represented by an employee or principal.

JURISDICTION AND PROCEDURE

3. These are the formal 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.
4. 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.
5. 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.
6. 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

7. The issue in this dispute is whether ASAP failed to repair the ice maker as agreed, and if so, must ASAP refund Ms. Saransingh \$393.79 for it?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Ms. Saransingh must prove her claims on a balance of probabilities, meaning “more likely than not.” I have read the parties’ submissions and evidence, but refer only to the evidence and arguments I find relevant to provide context for my decision.
9. Ms. Saransingh hired ASAP to repair her fridge’s non-functional ice maker. There is no formal, written contract for that work in evidence. However, Ms. Saransingh paid ASAP a fixed fee to investigate the problem, and parts costs were extra. ASAP found the ice maker unit needed to be replaced. An estimate in evidence showed a new ice maker unit cost \$393.79. Ms. Saransingh paid ASAP that amount and authorized it to replace the unit. None of this is disputed. I find the parties’ agreement was for ASAP to investigate the non-functional ice maker, and to replace the ice maker unit with a new one.
10. Ms. Saransingh says that ASAP told her that the ice maker replacement would “fix the problem”. In a November 24, 2021 email, Ms. Saransingh also said that ASAP told her she would not need to pay for the ice maker unit part unless it successfully worked. ASAP denies providing a guarantee that the replacement would fix all of the fridge’s issues. I find the evidence before me does not support a finding that ASAP agreed that the ice maker unit replacement would fix all of the ice making issues, or that ASAP said there were no other problems with fridge’s ice making abilities.
11. When the new ice maker unit arrived, ASAP installed it, but Ms. Saransingh reported that it failed to make ice. ASAP returned and determined that the replacement ice maker unit was faulty, and that the fridge also required a new water inlet valve and wiring harness. ASAP emailed on November 16, 2021, “sometimes when one part

fails it can cause other mechanics of the fridge to fail along with it” and the “ice maker was faulty”. However, I find the evidence before me does not show whether the valve and harness issues were pre-existing, or whether they were caused by the faulty replacement ice maker or something else.

12. ASAP undisputedly obtained a second replacement ice maker, which it installed along with a new valve and harness, but Ms. Saransingh reported that the fridge still did not make ice. Upon further inspection, ASAP determined that a control board part was also faulty and needed to be replaced. Ms. Saransingh refused to purchase a control board replacement, noting that neither it nor the valve and wiring harness were identified as problems at the outset. She requested a \$393.79 refund for the ice maker unit. ASAP said the ice maker was installed as agreed and was working, but the faulty control board was preventing ice from being made.
13. As noted, Ms. Saransingh bears the burden of proving that ASAP broke the parties’ agreement to repair and replace the ice maker unit. Further, as the applicant and the party alleging deficient ASAP services, Ms. Saransingh bears the burden of proving such deficiencies (see *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61).
14. Having weighed the evidence and submissions, I find the fridge’s original ice maker unit was likely defective. However, I find the evidence does not show that ASAP failed to properly install the second replacement ice maker unit as agreed, or that it was defective or failed to function. I also find the evidence does not show that anything other than the control board remains responsible for the fridge failing to make ice. As noted, I find the evidence does not show that ASAP agreed to make all necessary repairs to enable ice making at no further expense to Ms. Saransingh. Further, I note that Ms. Saransingh only claims damages for the cost of the replacement ice maker unit part, and not damages for the repair or replacement of any other fridge parts.
15. For the above reasons, I find Ms. Saransingh has not met her burden of proving that ASAP broke the parties’ ice maker unit replacement agreement or is otherwise

responsible for the fridge not making ice. I deny her claim for \$393.79 for the cost of the replacement ice maker unit.

CRT Fees and Expenses

16. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Here, I see no reason not to follow that general rule. Ms. Saransingh was unsuccessful in her claim, but ASAP paid no CRT fees. Neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

ORDER

17. I dismiss Ms. Saransingh's claim, and this dispute.

Chad McCarthy, Tribunal Member