



Civil Resolution Tribunal

Date Issued: August 29, 2022

File: SC-2021-009170

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Polichek v. Buksh*, 2022 BCCRT 959

BETWEEN:

IAN JAMES POLICHEK

APPLICANT

AND:

AHMED BUKSH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about repairs to a 1979 Corvette. The applicant, Ian James Polichek, says the respondent, Ahmed Buksh, hired him to perform various repairs on the vehicle, and that Mr. Buksh now refuses to pay for the work. Mr. Polichek seeks a total of \$1,130.77, which includes \$189 for towing, \$380 in labour, and \$561.77 for parts.

2. Mr. Buksh says Mr. Polichек is not a mechanic and so was never asked or authorized to perform any repairs on the Corvette. He denies owing Mr. Polichек any money.
3. The parties are each self-represented.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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.
6. Section 42 of the CRTA says that 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. Polichek was authorized to work on the vehicle and, if so, whether he is entitled to payment of \$1,130.77 for work completed.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Polichek must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. The parties have very different versions about what happened, both of which are vague. Mr. Polichek says Mr. Buksh asked him to work on the Corvette, so Mr. Polichek had the vehicle towed to a shop owned by Mr. Polichek’s friend, JK. Mr. Polichek says he purchased a starter, alternator belt, spark plugs, rear brake lines, distributor cap, radiator cap, and hardware kit, installed each of these parts, and bled the brake line. He says he was paid \$200 for the starter, and nothing else.
11. In contrast, Mr. Buksh says, as noted above, Mr. Polichek is not a mechanic, so he was not authorized to do any work. Mr. Buksh says he “sent [the] Corvette to” JK’s shop, but does not say whether this was through Mr. Polichek or someone else. Mr. Buksh further says when he saw Mr. Polichek at JK’s shop, he explicitly told JK that Mr. Polichek was not to work on the vehicle. Mr. Buksh says JK was the authorized mechanic and was paid accordingly. A handwritten letter in evidence from JK says he was authorized to work on the Corvette for Mr. Buksh in August 2021, including brake and transmission work among other things.

12. Mr. Polichek faces several hurdles in his claim. As noted, he has the burden of proving his version of events is more likely than Mr. Buksh's. Here, other than Mr. Polichek's own assertion, there is no evidence to support there was ever any agreement between Mr. Polichek and Mr. Buksh about the towing or the Corvette's repairs. In fact, the evidence shows that it was JK who was authorized by Mr. Buksh to complete those repairs. So, even if Mr. Polichek did work on the vehicle, I find there is no basis to hold Mr. Buksh responsible to pay for that work, especially given Mr. Buksh alleges he explicitly told Mr. Polichek he was not to work on the vehicle.
13. The other problem for Mr. Polichek is that he did not provide any invoices or receipts in support of his claim. So, I find there is no evidence supporting his claim for the cost of parts or the towing charges. Additionally, he did not provide any evidence of how long the repairs allegedly took, or any hourly rate the parties had agreed to.
14. On balance, I find Mr. Polichek has not proven he is entitled to any payment, and I dismiss his claims.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Mr. Polichek was not successful, I dismiss his claim for reimbursement of tribunal fees. Mr. Buksh was successful but did not pay tribunal fees or claim any dispute-related expenses.

ORDER

16. I order Mr. Polichek's claims, and this dispute, dismissed.

Andrea Ritchie, Vice Chair