



Civil Resolution Tribunal

Date Issued: December 13, 2022

File: SC-2022-003502

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Carrol v. Wu*, 2022 BCCRT 1335

BETWEEN:

SYDNEY DESIREE CARROL

APPLICANT

AND:

WINNIE WU

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about purse repairs. The applicant, Sydney Desiree Carrol, brought her purse to the respondent, Winnie Wu, for repairs. The applicant says the respondent did not repair the purse in the agreed way, and that the repairs were of poor quality and further damaged the purse. The applicant says the purse is now beyond repair, and claims \$1,500 for the cost of a second-hand replacement purse.

The respondent says she repaired the purse as agreed, and she told the applicant the purse would not return to like-new condition, so she owes nothing.

2. The parties are each self-represented in this dispute.

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 the respondent did not repair the purse as agreed, and whether the repairs were of poor quality or further damaged the purse. If so, does the respondent owe the applicant \$1,500 for the cost of a replacement purse?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicant must prove her claim 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. The following facts are undisputed. The applicant’s purse bears a designer brand name. The purse was torn where the handles attached to the bag, and the handles became detached. The applicant unsuccessfully attempted to repair the damage with super glue. She then brought the purse to the respondent, who does purse repairs. With the applicant’s permission, the respondent detached the ineffective super glue repairs and inspected the purse.
10. The respondent said repairs would be difficult. She recommended re-stitching the purse at the handle attachment points, rather than patching the purse. The respondent says, and the applicant does not directly deny, that the patches would not have adequately matched the purse’s colour.
11. The applicant admits the respondent told her the repair would “look bad” and the stitching would be visible. The applicant admits she told the respondent she did not care if the stitching was visible “as long as you can put the handles back on.” The applicant says she also told the respondent she was unconcerned about the price of having the purse fixed nicely. Given these submissions, I find the applicant agreed that the respondent would functionally repair the purse by re-stitching the handle attachment points. I find the parties did not agree to a full restoration of the purse, and the respondent was not required to make the purse look like new or to hide any

repairs. I find the parties agreed visible stitching that might “look bad” would be an acceptable repair.

12. The applicant inquired about the respondent’s progress after a few weeks, and the respondent said she needed another week to finish the difficult repair. The applicant did not object, so I find she authorized the respondent to complete the re-stitching repairs as they had agreed earlier. The respondent then sent a photo of the repaired purse and said it was ready to pick up. The applicant says the purse looked terrible in the photos. However, she admits she expressed no concerns at that time because she was worried that the respondent would not give the purse back. I find the evidence does not show a reasonable basis for the applicant’s concern that the respondent would not return the purse, but I find nothing turns on that here.
13. The applicant returned to the respondent’s store with her then-boyfriend, and says that the ex-boyfriend picked up the purse for her because she was too upset. She says an employee apologized, said he would not have tried to repair the purse, and did not charge for the repairs “due to the terrible workmanship.” However, none of the evidence before me identifies the employee or whether he had any expertise in purse repairs. Further, there are no witness statements directly from the employee or the ex-boyfriend in evidence. So, I find the ex-boyfriend’s alleged account to the applicant is hearsay and is unreliable. I place little weight on the employee’s alleged statement.
14. The applicant says the purse repairs further damaged the purse. She also says the stitching was not straight and it cracked the leather around the handles. I find submitted photos of the purse, taken both before and after the repairs, show that the respondent reattached the handles. I find the stitching was noticeable, and extended beyond the purse’s original stitching, but I find that was consistent with the parties’ agreement for a functional repair that did not necessarily look perfect. Contrary to the applicant’s submission, I find the photos do not show any obvious new damage, including any obvious new leather cracks near the repaired areas.
15. The applicant also says that the repairs stitched closed some zip pockets, making them unusable. The respondent does not comment on the pockets. However, the

applicant bears the burden of proof in this dispute. Despite submitting photos of the repaired purse, the applicant submitted no photos or other evidence showing the allegedly stitched-closed pockets. The applicant does not explain why she failed to provide photos of the pockets, although I find she likely could have taken and submitted pocket photos. So, I find the evidence does not show that the respondent stitched any pockets shut.

16. Overall, I find the evidence does not obviously show that the respondent failed to functionally repair the purse as agreed, by re-stitching the handle attachments in a way that would be noticeable and might not look good.
17. The applicant says she took the purse to its manufacturer, who told her the repairs had irreparably damaged the purse. However, the applicant did not provide a statement from the manufacturer, or any other documentary evidence showing that the respondent's repairs damaged the purse or prevented further repair. I find that whether the respondent completed the repairs properly is a subject outside of ordinary knowledge and experience. Given that the repairs appear to be consistent with the parties' agreement and are not obviously substandard, I find that expert evidence is required to assess the quality of the repairs (see *Bergen v. Guliker*, 2015 BCCA 283 at paragraph 124 and *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112). There is no expert evidence before me in this dispute.
18. Having considered the evidence and submissions, I find the applicant has not met her burden of proving, with required expert evidence, that the agreed functional but visible repairs were substandard, or that they made further repairs impossible. Further, it is undisputed that the respondent securely reattached the purse's handles at no cost to the applicant, and the evidence does not show the repairs caused further damage to the purse. So, it appears the applicant now has an improved purse and has suffered no loss.
19. I also note that, even if I had found that the respondent's repairs were substandard or were not as agreed, the applicant submitted no documentary evidence proving the

designer brand name purse's authenticity or value, despite saying that she had evidence of both. So, I find her claimed damages are unproven in any event.

20. For all of the above reasons, I dismiss the applicant's claim for \$1,500.

CRT Fees and Expenses

21. 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. The applicant was unsuccessful in her claim, but the respondent paid no CRT fees. Neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

ORDER

22. I dismiss the applicant's claim, and this dispute.

Chad McCarthy, Tribunal Member