



# Civil Resolution Tribunal

Date Issued: December 16, 2022

File: SC-2022-001740

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Prince George Truck and Equipment (2000) Ltd. v. Piete Contracting Ltd.*,  
2022 BCCRT 1348

B E T W E E N :

PRINCE GEORGE TRUCK AND EQUIPMENT (2000) LTD.

**APPLICANT**

A N D :

PIETE CONTRACTING LTD. and HOWARD PIETE

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. The applicant, Prince George Truck and Equipment (2000) Ltd. (PG Truck), repaired a commercial truck at the request of the respondent Piete Contracting Ltd. (PCL).

The other respondent, Howard Piete, is PCL's principal and, according to PG Truck, a personal guarantor of its debts.

2. PCL paid PG Truck a \$2,500 deposit for the repair work. PG Truck claims a balance of \$2,991.06, plus contractual interest. The respondents say the truck ran worse after PG Truck's repairs and broke down again after 6 hours, so they should not have to pay anything more.
3. An employee or principal represents PG Truck. Mr. Piete represents himself and PCL.

## **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. 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.
6. 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.

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.

### ***Respondents' participation***

8. After responding to the Dispute Notice, the respondents did not provide evidence or submissions in the CRT decision plan phase despite the CRT's reminders and warning messages. A month after that phase closed, Mr. Piete emailed the CRT indicating that he had moved, been ill, and his "email was not connected." At my request, CRT staff emailed Mr. Piete to clarify if he was asking for an extension of deadlines to provide evidence, and what evidence he wished to provide. Mr. Piete did not respond to that email by the provided deadline, so I have decided this dispute without the respondents' further participation.

## **ISSUES**

9. The issues in this dispute are:
  - a. Is PG Truck is entitled to the claimed \$2,991.06 balance of its invoice for truck repairs?
  - b. If so, is Mr. Piete personally liable for the debt?

## **EVIDENCE AND ANALYSIS**

10. As the applicant in this civil proceeding, PG Truck must prove its claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision. As noted above, the respondents did not provide evidence or submissions despite having the opportunity to do so.
11. According to a March 12, 2020 invoice, PCL brought a Kenworth truck to PG Truck to troubleshoot a rough-running engine. PG Truck's work included checking

diagnostic codes, conducting tests, checking various parts and replacing broken parts. There were 40.6 hours of labour on the itemized invoice, which PG Truck discounted by 15 hours to 25.6. The total cost, including labour, parts, and taxes, was \$5,491.06. It is undisputed that PCL paid a \$2,500 deposit on March 2, 2020.

12. PG Truck says it was in frequent contact with Mr. Piete as it conducted tests and ordered parts. Neither respondent disputes this, so I accept that Mr. Piete authorized the work on PCL's behalf and had authority to do so.
13. The respondents said in their Dispute Responses that the truck broke down after 6 hours while hauling a load of logs. The respondents said they had to hire another mechanic to address PG Truck's "shoddy work." They said they spent a further \$3,500 to get the truck repaired and running. However, as noted the respondents provided no supporting evidence, such as an invoice from another mechanic.
14. I take the respondents' allegation of "shoddy work" as an argument that PG Truck breached an implied contractual term to perform the work to a reasonably competent standard. In general, however, expert evidence is required to prove whether a professional's conduct fell below a reasonably competent standard. This is because the ordinary person does not know the standards of a particular profession or industry. The exceptions to this general rule are when the conduct or work is obviously substandard or about something non-technical (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196, at paragraph 112).
15. I find commercial truck repair is a technical issue, and the evidence does not establish obviously substandard work, so expert evidence is necessary here. While a rapid breakdown may be evidence of substandard repair work, in these circumstances I find it is not. I say this because PG Truck's undisputed evidence is that after 40 hours of testing and repairs it advised Mr. Piete that it suspected 1 or more fuel injectors were failing. It says Mr. Piete decided to put the truck back to work while waiting for the fuel injectors to be ordered, knowing it could break down. PG Truck says it agreed with this approach because a breakdown may help confirm which fuel injectors were failing. I accept that explanation, which the respondents do not dispute and which is

generally consistent with the invoice and the mechanic's notes. So, even if I accept that the truck broke down after 6 hours, I find the breakdown does not establish that PG Truck's work was substandard given Mr. Piete decided to drive the truck that he knew was not fully repaired.

16. As the respondents provided no expert or other objective evidence to support their assertion that PG Truck's work was substandard, I reject it. The respondents do not argue that they did not agree to the hourly labour rate on the invoice, and they do not dispute the parts charges. So, I find PG Truck is entitled to the \$2,991.06 balance of its invoice.
17. The invoice was made out to PCL, so I find PCL owes the \$2,991.06 balance. PG Truck asserts that Mr. Piete is also liable for the balance, based on a "credit application" in evidence that named Mr. Piete as a personal guarantor for PCL's debts to PG Truck. Given that Mr. Piete did not dispute his personal liability, I find he is jointly and severally liable for the \$2,991.06. This means PG Truck can collect the debt from either PCL or Mr. Piete.
18. PG Truck claims interest based on the credit application, which said interest at the rate of 2% per month or 26.82% per year would be applied to all amounts outstanding over 30 days. I find PG Truck is entitled to contractual interest on the \$2,991.06 debt, calculated from 30 days after the invoice due date to the date of this decision. This equals \$2,151.66. However, the CRT's monetary limit in small claims matters is \$5,000. Both the principal and contractual interest must fall under that \$5,000 limit. So, I allow \$2,008.94 in interest, which together with the \$2,991.06 contractual debt is \$5,000.
19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As PG Truck was successful, I allow its claim for reimbursement of \$125 in paid CRT fees. None of the parties claimed any dispute-related expenses.

## ORDERS

20. Within 14 days of the date of this order, I order the respondents, jointly and severally, to pay PG Truck a total of \$5,125.00, broken down as follows:
- a. \$2,991.06 in debt,
  - b. \$2,008.94 in contractual interest, and
  - c. \$125.00 in CRT fees.
21. PG Truck is entitled to post-judgment interest, as applicable.
22. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Micah Carmody, Tribunal Member