



# Civil Resolution Tribunal

Date Issued: January 31, 2023

File: SC-2022-005119

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Damen v. Canada Printing Centre Inc.*, 2023 BCCRT 90

BETWEEN:

JESSE DAMEN

**APPLICANT**

AND:

CANADA PRINTING CENTRE INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Andrea Ritchie, Vice Chair

### INTRODUCTION

1. This dispute is about vehicle paint damage.
2. The applicant, Jesse Damen, hired the respondent company, Canada Printing Centre Inc. (CPC), to vinyl wrap his 2020 Corvette. He says CPC damaged his car's paint while removing a piece of the vinyl wrap. He seeks a total of \$3,150 including \$3,000 for "damage and time without vehicle" and \$150 for a "registration fee".

3. CPC does not deny the vehicle's paint was damaged, but says it was due to the vehicle's pre-wrap paint condition. It denies owing Mr. Damen any money.
4. Mr. Damen represents himself. CPC is represented by its owner, Razvan Duta.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. 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. 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.
7. 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.
8. 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**

9. The issue in this dispute is to what extent, if any, Mr. Damen is entitled to \$3,150 for vehicle damage.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant Mr. Damen 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.
11. On May 16, 2022, Mr. Damen contacted Mr. Duta to arrange for CPC to install a 3M vinyl wrap on Mr. Damen’s vehicle. It is undisputed that 3M materials were unavailable, so Mr. Duta advised he would install an Avery Dennison product instead.
12. Although Mr. Damen says this initial wrap work was unprofessional, he did not specifically claim for any damages from this initial work. Nor did he provide any evidence he complained about that original work to CPC. In any event, on June 30, 2022, Mr. Damen contacted Mr. Duta and said he wanted to get the side rear fender re-wrapped in preparation for a “ceramic coat” and asked for the cost. The parties arranged for Mr. Damen to drop off the vehicle to CPC on July 24 or 25, 2022.
13. It is undisputed that when Mr. Duta removed the existing wrap on the left rear quarter panel, some of the vehicle’s underlying clear coat was also removed. Mr. Damen argues CPC should be responsible for the repair costs, plus vehicle depreciation and unnecessary stress. As noted, CPC argues it is not responsible for the vehicle’s underlying paint condition, and says, as a matter of goodwill, it re-wrapped the quarter panel for free after Mr. Damen repaired the panel’s paint.
14. The problem for Mr. Damen is that he has not provided any evidence to show CPC’s work was deficient. Despite his assertions, I do not accept that just because the vehicle’s clear coat peeled, that it was a result of any negligence on CPC’s part. Where a party asserts deficient work, that party has the burden of proving the

deficiencies (see: *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61). Generally, expert evidence is required to prove a professional's work was below a reasonable standard (see: *Bergen v. Guliker*, 2015 BCSC 283). The two exceptions to this are when the deficiency is not technical in nature, or where the work is obviously substandard (see: *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112). Here, I find no obvious defect and so I find expert evidence is necessary, and Mr. Damen failed to provide any.

15. In contrast, CPC provided witnesses statements from David Timmerman, Regional Sales Manager with Avery Dennison, the wrap's manufacturer, and from Muzill Arif, General Manager of Horizon Autobody, the shop that fixed Mr. Damen's paint damage.
16. I do not accept David Timmerman's or Muzill Arif's evidence as expert evidence under the CRT's rules as their qualifications are not before me. However, given their titles and roles within their respective companies, I accept they are knowledgeable in the areas of vinyl wrapping and vehicle paint damage and I accept their evidence, which is not in dispute.
17. In an August 17, 2022 letter, David Timmerman noted that the Avery Dennison product used has "long-term removability characteristics". They further stated if a clear coat or paint is removed when the wrap is removed, it is due to a faulty paint or clear coat job, which is nearly impossible to detect before wrap installation.
18. In an October 25, 2022 email, Muzill Arif noted Horizon Autobody completed the repaint job on Mr. Damen's Corvette. They stated that the rear quarter panel in question had been repainted prior to the vinyl wrap installation, and specifically that the edges were rough and not "cleared properly", and the paint's texture did not match OEM paint specifications.
19. Considering all the evidence, I find the Corvette's rear quarter panel had likely been repainted sometime before the vinyl wrap was installed. On balance, I find the underlying paint job was the likely cause of the paint issues when the vinyl was

removed. I find Mr. Damen has not proven any negligence on CPC's part in installing or removing the vinyl. So, I dismiss Mr. Damen's claims.

20. I also note that even if I had found CPC negligent, I would not have awarded Mr. Damen's claimed damages in any event. Although he claimed \$3,000 for damage and time without his vehicle, the evidence shows he only paid \$1,000 for the repair, and he did not provide any evidence about how long he was without his vehicle, or how that resulted in a monetary loss. Additionally, Mr. Damen did not explain the \$150 "registration fee" claimed.

21. 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. Damen was unsuccessful, I dismiss his claim for reimbursement of tribunal fees. CPC was successful, but did not pay tribunal fees or claim dispute-related expenses.

## **ORDER**

22. Mr. Damen's claims, and this dispute, are dismissed.

---

Andrea Ritchie, Vice Chair