



Civil Resolution Tribunal

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File: SC-2022-004798

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hilbert v. Flint (dba Family First Mobile RV Services)*, 2023 BCCRT 317

B E T W E E N :

RILEY HILBERT

APPLICANT

A N D :

VICTOR FLINT (Doing Business As FAMILY FIRST MOBILE RV SERVICES)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about repairs to a travel trailer.
2. The applicant, Riley Hilbert, engaged the respondent, Victor Flint (doing business as Family First Mobile RV Services), to assess the condition of an old travel trailer. The applicant says the respondent found the trailer was salvageable, so he hired the

respondent to do roof and ceiling repairs. However, the applicant says the respondent did not correctly assess the trailer's condition and the roof repair work was deficient. He claims \$5,000 for work he says he paid for on the assumption the trailer was salvageable and the roof repairs had been done properly.

3. The respondent says he properly inspected the travel trailer and accurately reported its condition, including the "old and brittle" roof. He says the applicant approved the work knowing this, and the respondent says he (or his employee) completed it as agreed. The respondent denies the work was deficient and says he owes the applicant nothing.
4. The parties are each self-represented.

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.
6. 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. In some respects, the parties in this dispute call into question each other's credibility. Credibility of 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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 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.

ISSUES

9. The issues in this dispute are:
 - a. Did the respondent fail to properly assess the travel trailer's condition?
 - b. Was the respondent's roof repair work deficient?
 - c. If so, is the applicant entitled to the claimed \$5,000 or any other amount?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.

Background

11. It is undisputed that around June 19, 2021, the applicant contacted the respondent about inspecting a travel trailer and doing repairs. Specifically, the applicant said he was interested in having a leak fixed and getting an idea of the cost to "save the trailer."
12. On July 7, 2021, the respondent assessed the trailer's condition. The applicant says the respondent did this by looking at the roof from the outside and pulling down ceiling panels from the inside, which the respondent does not dispute. The respondent's assessment invoice in evidence indicated there were rotten trusses (rafters) above

the ceiling panels requiring replacement. It further explained this time-consuming work would need to be completed from inside the trailer rather than by removing the trailer's fiberglass roof, which was the "correct way" of doing the work, as the roof was at risk of breaking because of its age.

13. The respondent also texted the applicant on July 7, 2021 confirming he would not be taking the roof off to perform the rafter repairs due to the risk of breakage. The respondent told the applicant his \$125 hourly rate but said he could not provide an estimate of the time it would take to complete the rafter repairs as there were many factors to consider. However, he estimated 6 hours and \$1,000 to reseal the trailer's roof.
14. On July 30, 2021 the applicant messaged the respondent to book him for the roof reseal and on August 4, 2021, he confirmed he also wanted to go ahead with the rafter repairs. I find the parties' text messages and the inspection and repair invoices in evidence formed the basis of the parties' agreement.

Assessment of the trailer's condition

15. The applicant says the respondent was negligent because he did not correctly assess the travel trailer in concluding it was salvageable. In particular, he says the respondent did not conduct moisture tests throughout the trailer or leak tests of the roof during the inspection. He also says the respondent did not disclose staining and holes in the fiberglass roof which the respondent would or should have known about when he removed some of the ceiling panels to look at the rafters. The applicant says had the respondent disclosed the extent of the roof damage, he would not have proceeded with any repairs.
16. To prove negligence, the applicant must show the respondent owed him a duty of care, failed to meet the applicable standard of care, and that failure caused him reasonably foreseeable damages (see *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27).

17. I find the respondent owed the applicant a duty of care in performing the trailer inspection for which he was engaged. I further find the applicable standard of care was that of a reasonable trailer repair service provider performing a trailer inspection.
18. In his submissions, the respondent says “a couple of minor pin holes” developed while completing the repairs. He says his employee called him and he came to take a look, after which he advised his employee to seal the holes and wait a few days to ensure there were no more. The applicant does not dispute this, though he denies the respondent told him about it at the time. In any event, the respondent says there were no signs of “extensive unrepairable damage throughout the roof”. In his July 7, 2021 text message to the applicant, he noted there was a lot of tar on the roof that would require scraping before the reseal could be done. As for the staining, the respondent says there had been previous water leaks so there was bound to be staining. The applicant does not dispute this, and I accept it is the case.
19. When a party alleges deficient work, they must prove the work was below a reasonably competent (but not perfect) standard (see *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287, at paragraph 61). Generally, expert evidence is required when a party alleges a professional’s work fell below a reasonably competent standard because an ordinary person does not know the standards of a particular profession or industry (see *Bergen v. Guliker*, 2015 BCCA 283). The exceptions to this general rule are when the work is obviously substandard, or the deficiency relates to something non-technical (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196, at paragraph 112).
20. Here, I find the applicant required expert evidence to prove the respondent breached the applicable standard of care. This is because I find there is nothing obviously unreasonable about the way the respondent assessed the trailer, namely by inspecting it from both the outside and the inside. The text message and invoice evidence show the respondent reported on the roof’s weakened condition due to its age, as well as the tar covering it. The applicant provided no evidence that the applicable standard of care required the respondent to conduct moisture and leak

tests as the applicant alleges. In these circumstances, I dismiss the applicant's claim that the respondent's trailer inspection was negligent.

21. Based on the above, I also find there is no evidence the respondent's inspection breached the parties' agreement, to the extent the applicant argues it did.

Roof repair work

22. I turn to the applicant's allegation that the roof repair work was deficient.
23. In his submissions, the applicant says the respondent finished working on the trailer on May 11, 2021. I find this is a typographical error that should read "May 11, 2022" because it is undisputed the applicant did not initially contact the respondent until June 2021. However, text message evidence between the parties shows the respondent appears to have finished repairs to the trailer around mid-October 2021. The paid invoice for the repair work is dated November 5, 2021. So, I find the respondent likely finished the repair work in October or early November 2021.
24. The applicant says he went to pick up the trailer in the Okanagan on May 15, 2022, and took it back to his home on May 17, 2022. He says while he was inspecting the interior, he noticed the trailer's roof sagging and when he pushed on a newly replaced ceiling panel water came "gushing out of the roof fasteners." The applicant says he then pulled apart the rest of the ceiling repair work and was "drenched" by the water trapped in the panels and improper insulation. He describes taking a moisture meter and testing the trailer, to find 80% to 100% moisture throughout the trailer. The applicant alleges the amount of water and the extent of the leaking proves the respondent's roof repairs were deficient.
25. The applicant provided pictures from May, June and July 2022 of moisture readings he says he took inside the trailer after picking it up and completing his internal inspection. He also provided pictures of cracks in the roof sealant, water dripping from the ceiling panels inside the trailer, the trailer's inside after he had pulled down the ceiling panels, and holes in the trailer's roof. I infer the applicant's position is that the

photos are evidence that the respondent's roof repair work was obviously substandard.

26. While I accept the pictures in evidence show damage to the trailer, I find they do not clearly show the respondent's roof repairs were deficient and caused the damage. I find the more than 6 months between when the respondent completed the repairs and when the applicant picked up and inspected the trailer introduce the possibility that other events during that time may have caused the trailer's undisputedly aged roof to fail and the water damage to occur.
27. In submissions, the respondent suggests weight placed on the roof while cleaning it could have caused damage. I note the applicant says he hired cleaners to clean the trailer on May 16, 2022 before moving it to his home, and that based on the amount of water in the ceiling, the roof must have been leaking prior to the cleaners' visit. I accept the applicant's undisputed assertion about when the cleaning happened.
28. However, the respondent also points to the 2021 atmospheric river that began around November 2021 as a potential cause of the damage. The applicant does not explicitly deny this and says the trailer remained in the Okanagan until he picked it up in May 2022. There are no pictures in evidence of the trailer's roof repair before May 2022, including before the 2021 atmospheric river.
29. In these circumstances, I find the pictures in evidence do not prove the respondent's repair work was obviously substandard. So, I find the applicant required expert evidence to prove the respondent's repairs fell below a reasonably competent standard for trailer roof repairs, as the standard for these sorts of repairs are not within the scope of an ordinary person's knowledge. As the applicant did not provide any expert evidence, I find the allegation of deficient repair work unproven. Again, I also find the applicant has not proven the respondent breached the parties' agreement for the roof repair work. I dismiss the applicant's claim.
30. 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. The respondent was successful but did not pay CRT fees, and neither party claims dispute-related expenses. As the applicant was unsuccessful, I dismiss his claim for CRT fees.

ORDER

31. I dismiss the applicant's claims and this dispute.

Megan Stewart, Tribunal Member