



# Civil Resolution Tribunal

Date Issued: December 14, 2023

File: SC-2023-000672

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Alguire v. Mancinelli (dba DBM Automotive)*, 2023 BCCRT 1099

BETWEEN:

RYAN ALGUIRE

**APPLICANT**

AND:

DAVE MANCINELLI (Doing Business As DBM AUTOMOTIVE)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Nav Shukla

## INTRODUCTION

1. This small claims dispute is about vehicle repairs. Ryan Alguire says that in June 2022, he took his vehicle to Dave Mancinelli (Doing Business As DBM Automotive) for repairs. Two days after picking up his repaired vehicle, it broke down. Mr. Alguire says his vehicle broke down because the repair work DBM Automotive did was substandard. He says despite a contractual warranty, DBM Automotive failed to pay

him for his later repair costs. So, Mr. Alguire seeks \$5,000 in damages for the repair costs he paid to two other repair shops to fix the damage allegedly caused by DBM Automotive's substandard work.

2. Mr. Mancinelli says that the repair work was performed by DBM Automotive Ltd., a registered corporation, and that he does not do business as "DBM Automotive". He denies the repair work was substandard in any event. Mr. Mancinelli says he owes Mr. Alguire nothing.
3. Both parties are 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.
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 and that an oral hearing is not necessary.
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.

## **ISSUES**

7. The issues in this dispute are:
  - a. Is Mr. Mancinelli responsible for the alleged substandard repair work?

b. If so, what remedies are appropriate?

## **EVIDENCE AND ANALYSIS**

8. As the applicant in this civil proceeding, Mr. Alguire must prove his claims on a balance of probabilities (meaning “more likely than not”). I have considered all the parties’ submitted evidence and argument but refer only to what I find relevant to provide context for my decision.
9. The evidence shows that in June and July 2022, DBM Automotive completed repair work on Mr. Alguire’s vehicle. It is undisputed that 2 days after Mr. Alguire picked up his repaired vehicle, while on a cross-country road trip, the vehicle broke down again. As mentioned, Mr. Alguire says that the breakdown was due to DBM Automotive’s substandard repair work.
10. As a preliminary matter, I considered whether Mr. Alguire named the correct respondent in this dispute. Throughout his written argument, Mr. Alguire refers to the alleged substandard repair work being done by DBM Automotive. As noted above, the only named respondent in this dispute is Mr. Mancinelli doing business as DBM Automotive.
11. Mr. Alguire’s evidence includes a July 12, 2022 invoice from DBM Automotive, setting out the work that was completed. On reviewing the invoice, I noted that it listed “DBM Automotive Ltd.” as the full name of the entity that performed the repair work. As the parties had not addressed it, at my request, CRT staff asked the parties to advise what DBM Automotive’s legal status is.
12. Mr. Alguire responded that DBM Automotive is registered as DBM Automotive Ltd. Similarly, Mr. Mancinelli responded that DBM Automotive Ltd. is a registered corporation that performed the work on Mr. Alguire’s vehicle. Mr. Mancinelli said that he does not do “business as DBM Automotive”.
13. Based on the parties’ responses and the July 12 invoice in evidence, I find that the repair work that Mr. Alguire takes issue with here was completed by DBM Automotive

Ltd., a registered corporation. I infer Mr. Mancinelli is a shareholder, officer, or employee of DBM Automotive Ltd. However, a corporation is a separate legal entity, distinct from its shareholders, officers, directors, and employees.

14. So, I find Mr. Alguire's contract for the repair work, and the contractual warranty that he relies on in this dispute, was between him and DBM Automotive Ltd. When a corporation enters into a contract, it does not automatically bind its directors or officers. A corporation's directors and officers are also not generally liable for a corporation's actions. This concept is known as the "corporate veil", which can only be lifted in exceptional circumstances. Those circumstances require that a director has complete domination or control over the corporation, and the director used the corporation as a shield for fraudulent or improper conduct (see *Tresoro Mining Corporation v. Mercer Gold Corp. (B.C.)*, 2015 BCSC 1822 at paragraph 30).
15. I find there is no allegation or evidence before me to suggest that Mr. Mancinelli engaged in fraud or improper conduct that would require the exceptional circumstances of lifting the corporate veil. I also find Mr. Alguire has not provided any evidence that Mr. Mancinelli is otherwise personally liable for the alleged substandard repair work he complains about.
16. For the above reasons, I find there is no basis for Mr. Alguire's claim against Mr. Mancinelli and I dismiss it. Given my conclusion, I find I do not need to address the merits of Mr. Alguire's claim about the alleged substandard repair work.
17. Nothing in this decision prevents Mr. Alguire from bringing a claim against DBM Automotive Ltd., subject to any applicable limitation period.
18. 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 Mr. Alguire was unsuccessful, I dismiss his claim for reimbursement of his paid CRT fees. Mr. Mancinelli did not pay any fees and neither party claims any dispute-related expenses, so I award no reimbursement.

## **ORDER**

19. I dismiss Mr. Alguire's claims and this dispute.

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Nav Shukla, Tribunal Member