



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thomas v. 662405 BC LTD. (Doing Business As Budget Brake & Muffler Auto Centre)*, 2024 BCCRT 268

B E T W E E N :

ELISA THOMAS and AUSTIN DIOTTE-TURNER

APPLICANTS

A N D :

662405 BC LTD. (Doing Business As BUDGET BRAKE & MUFFLER AUTO CENTRE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This is a dispute about vehicle repairs.
2. The applicants, Elisa Thomas and Austin Diotte-Turner, brought their vehicle to the respondent, 662405 BC Ltd. which does business as Budget Brake & Muffler Auto

Centre, to be repaired. The applicants say that the respondent did not properly repair their vehicle. They claim a total of \$3,263.59 for damages they say resulted from the deficient repair.

3. The respondent says it repaired the vehicle properly. The respondent also says the applicants' damages claim is inflated.
4. The applicants are self-represented. The respondent is represented by an authorized employee.

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.
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. 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 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

8. The issues in this dispute are:
 - a. Was the respondent negligent in repairing the applicants' vehicle?

- b. If so, what damages, if any, should the respondent pay the applicants?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities. 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.
10. It is undisputed that the applicants dropped off their 2003 Chevrolet Impala at the respondent's business on December 9, 2021. The applicants say the vehicle smelled of gas. They say the respondent told them that the vehicle's straight pipe needed to be replaced and an O-ring could fix the gas smell. The applicants say they agreed to these repairs and picked up the vehicle later that day. The applicants provided a receipt for \$419.75 paid to the respondent for work on the vehicle's fuel system.
11. The applicants say that the smell of gas was worse when they picked up the vehicle, however, they believed that the vehicle was repaired and safe to drive. The applicants say that a fire started under the vehicle's hood the next day when one of the applicants was driving home from work. They provided the fire department's report which says that the vehicle caught fire on the roadway. They provided photos of the vehicle after the fire which show that it was completely destroyed.
12. The respondent says that the vehicle was in poor condition when the applicants brought it in. It says that the vehicle's fuel line was leaking, and the best solution was to buy a new fuel line from a dealership. However, it said a new fuel line is expensive and takes several weeks to order. Instead, the respondent used a fuel line repair kit. The respondent says that it fixed the fuel leak with the repair kit. After the fire, the respondent refunded the applicants' repair bill but refused to pay anything more. The respondent suggests that the fire was caused by rats in the engine or by stress on the engine caused by a previous repair.
13. The applicants say they were never told that the best solution was to order a new fuel line from a dealership. They say one of the respondent's mechanics told them after

the fire that the respondent “jerry-rigged” the repair. The respondent does not deny this and in its submissions only says that ordering a new fuel line was ruled out because of the cost. The applicants provided invoices showing they maintained the vehicle regularly and say they would have paid for a new fuel line because they wanted to keep the vehicle in good condition.

14. I turn to the applicable law and my conclusions.
15. To establish negligence, the applicants must prove the following elements on a balance of probabilities: the respondent owed a duty of care to the applicants, the respondent failed to meet the applicable standard of care, the applicants suffered damages, and the damages were a reasonably foreseeable consequence of the respondent’s negligent act.
16. I find the respondent owed a duty of care to the applicants to perform its work to the standard of a reasonably competent mechanic. Expert evidence is typically required to prove whether a professional’s work fell below a reasonably competent standard. This is because an ordinary person does not know the standards of a particular profession or industry, which I find includes vehicle repairs. 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).
17. I find it obvious that the respondent’s repair of the applicants’ vehicle fell below a reasonably competent standard. The fire occurred less than 24 hours after the respondent repaired the vehicle’s fuel system. In its Dispute Response, the respondent admits that fuel leaks are a potential fire hazard. The respondent does not deny that it “jerry-rigged” the repair instead of ordering a new fuel line from a dealership. I find it more likely than not that the respondent’s work was negligent and that this caused the applicants’ vehicle to catch fire.
18. The respondent argues that the applicants should have stopped driving the vehicle if it still smelled like gas. Though it did not use this term, the respondent is essentially

arguing that the applicants were contributorily negligent. I disagree. As noted above, the vehicle caught fire less than 24 hours after the repair. I find that it was reasonable for the applicants to assume it would take some time for the smell of gas to disappear after the repair. The respondent also told the applicants that the vehicle was repaired, and I find that it was reasonable for the applicants to rely on this statement.

19. I turn to the question of damages. In negligence claims, damages are awarded to the innocent party to put them in the original position they would have been in if the negligence had not occurred.
20. The applicants' vehicle was destroyed in the fire. They value the vehicle at \$1,000. They have provided online listings showing similar vehicles selling in the range of \$3,000 to \$7,000. The respondent says the vehicle was worth \$600 or \$700, but has not provided any evidence or submissions about how it arrived at this valuation. Even if I accept that the vehicle was in poor condition, the evidence before me shows that \$1,000 is a modest valuation for a 2003 Chevrolet Impala. So, I accept that the vehicle was worth \$1,000.
21. The applicants' claim \$515.59 for the cost of towing the vehicle after the fire. I accept that this was a necessary expense and that \$515.59 was a reasonable amount to pay for towing.
22. The applicants' claim \$48 for the cost of cancelling the insurance on their destroyed vehicle. This includes an \$18 penalty they paid because they could not return the vehicle's plates which were destroyed in the fire. I accept that \$48 was a reasonable and necessary payment after the fire.
23. The applicants claim \$1,282.74 for their CD collection which was destroyed in the fire. The applicants provided receipts for 12 CDs which show that they originally paid a total of \$248.24. They say they had 50 more CDs in their vehicle and estimate the average price at \$20.69. The respondent says this claim is inflated. I agree. In a negligence claim, damages for destroyed personal property will generally equal the replacement cost. I take notice of the fact that CDs are no longer so expensive and

can be purchased cheaply in thrift stores or online. The applicants provided a list of CDs that were destroyed, and I accept that they had 62 CDs in their vehicle. On a judgment basis, I will award \$5 per CD for a total of \$310.

24. The applicants claim \$412.25 for their personal possessions in the vehicle, including an emergency kit, vehicle jack, blanket, CD case, ice scrapers, Bluetooth speaker, air compressor, winter boots, and squeegee. These are items commonly found in vehicles and I accept that \$412.25 is a reasonable valuation.
25. In summary, I find that the applicants have proven they suffered \$2,285.84 in damages which includes \$1,000 for their vehicle, \$515.59 for the towing fee, \$48 for the insurance cancellation fee, \$310 for their CDs, and \$412.25 for their other personal possessions. So, I order the respondent to pay the applicants \$2,285.84 in damages.
26. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the \$515.59 towing fee from December 16, 2022, the date they paid this amount. This equals \$34.62. The applicants are entitled to pre-judgment interest on the \$48 insurance cancellation fee from December 19, 2022, the date they paid this amount. This equals \$3.22. In total, the applicants are entitled to \$37.84. There is no evidence that the applicants paid any money to replace their vehicle or destroyed possessions, so I order no interest on these amounts.
27. 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. I see no reason in this case not to follow that general rule. I find the applicants are entitled to reimbursement of \$175 in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

28. Within 30 days of the date of this order, I order the respondent to pay the applicants a total of \$2,498.68, broken down as follows:

- a. \$2,285.84 as damages,
- b. \$37.84 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

29. The applicants are entitled to post-judgment interest, as applicable.

30. This is a validated decision and order. 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.

Peter Mennie, Tribunal Member