



Civil Resolution Tribunal

Date Issued: March 21, 2024

File: SC-2023-001686

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singhal v. A.S. Auto Repair Ltd.*, 2024 BCCRT 296

BETWEEN:

DAISY SINGHAL

APPLICANT

AND:

A.S. AUTO REPAIR LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about car repairs.
2. The applicant, Daisy Singhal, hired the respondent, A.S. Auto Repairs Ltd. (A.S.) to service her car's transmission. Ms. Singhal says when she took her car home the following day, it made a strange noise and broke down. Ms. Singhal says A.S. then

falsely told her that a part was broken, and then when she finally got the car back from A.S. a month after the initial repair, A.S. billed her \$5,100. Ms. Singhal says J.S.'s initial repairs were negligent. She also says A.S. misled her about where it obtained the part for the subsequent repair, and falsely billed her for a new part but installed a used part. Ms. Singhal claims damages of \$5,000.

3. A.S. says it was not negligent, and did not mislead Ms. Singhal. Rather, A.S. says the initial service was a straightforward transmission fluid change. A.S. says that after the car broke down, it identified an unrelated problem with the flywheel and ordered a new one. After that, A.S. discovered that the car's transmission was broken and required replacement. A.S. says it did not replace the flywheel and did not charge Ms. Singhal for that. A.S. says Ms. Singhal's husband agreed over the phone to have A.S. install a rebuilt transmission. A.S. says the rebuilt transmission works, and its bill is justified.
4. Ms. Singhal is represented by her husband in this dispute. A.S. is represented by its owner.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.

7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUES

8. The issues in this dispute are:
 - a. Was A.S.'s car repair work negligent?
 - b. Did A.S. mislead Ms. Singhal about the parts used in the repairs?
 - c. Is Ms. Singhal entitled to \$5,000 in damages?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Ms. Singhal, as the applicant, must prove her claims on a balance of probabilities.
10. In this dispute, Ms. Singhal was provided with multiple opportunities to provide evidence and submissions. However, she provided neither.
11. As explained above, Ms. Singhal alleges that A.S.'s work was negligent, and that its bill was fraudulent. However, Ms. Singhal provided no evidence, other than the assertions in her dispute application, to support these claims.
12. I note that to prove negligent car repairs, a party must generally provide expert evidence, such as a report from a different mechanic, to prove that the repairs did not meet the standard of a reasonable mechanic. See *Bergen v. Guliker*, 2015 BCCA 283. This is because the standards of a professional mechanic are often beyond an ordinary person's knowledge and experience. So, I place no weight on Ms. Singhal's assertion that A.S.'s work was negligent.

13. Also, the case law says that due to the associated stigma, an allegation of fraud requires “clear and convincing proof.” See *Nagy v. BCAA Insurance Corporation*, 2020 BCCA 270.

14. Since Ms. Singhal has provided insufficient evidence to establish negligence or fraud, I find her claims are unproven. So, I dismiss Ms. Singhal’s claims, and this dispute.

20. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Ms. Singhal was unsuccessful, I dismiss her claim for reimbursement of CRT fees. A.S. is the successful party. It paid no CRT fees and claims no dispute-related expenses, so I award no reimbursement.

ORDER

22. I dismiss Ms. Singhal’s claims and this dispute.

Kate Campbell, Tribunal Member