



# Civil Resolution Tribunal

Date Issued: May 6, 2024

File: SC-2023-000388

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hall v. Carrier Spring Services Ltd.*, 2024 BCCRT 429

B E T W E E N :

STUART HALL

**APPLICANT**

A N D :

CARRIER SPRING SERVICES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell, Vice Chair

## INTRODUCTION

1. This dispute is about vehicle repairs.
2. The applicant, Stuart Hall, says he brought the springs from his Suzuki Samurai (vehicle) to the respondent Carrier Spring Services Ltd. (Carrier) for repairs. Mr. Hall

says the repair was negligent, as Carrier provided the wrong U-bolts, and the springs flattened shortly after installation. As remedy, Mr. Hall requests a \$1500 refund.

3. Carrier denies Mr. Hall's claims. It says there is no record of a transaction between Mr. Hall and Carrier. Carrier also says it always recommends to all customers that they buy new springs, rather than repair the old ones, because springs wear out. Carrier also says Mr. Hall may have installed the springs incorrectly, or may have damaged the springs through activities such as towing excessive loads or "abusive 4x4ing".
4. Mr. Hall is self-represented in this dispute. Carrier is represented by a director.
5. For the reasons set out below, I dismiss Mr. Hall's claim.

## **JURISDICTION AND PROCEDURE**

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
7. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required even where credibility is at issue. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
8. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

## **ISSUE**

9. Is Mr. Hall entitled to a \$1,500 refund for vehicle leaf spring repairs?

## EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Hall, as the applicant, must prove his claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.
11. Despite the opportunity to do so, neither party in this dispute provided any evidence, other than their written arguments.
12. As noted above, Mr. Hall says Carrier repaired his vehicle's springs negligently.
13. Carrier says it has no record of any transaction with Mr. Hall, and that despite its request, Mr. Hall has not provided a receipt or invoice showing that Carrier repaired the springs.
14. Mr. Hall was clearly aware of this argument, since Carrier raised it in its Dispute Response and in its written submission. However, Mr. Hall provided no invoice, receipt, or other evidence proving that he hired Carrier to do any work, on springs or otherwise. Also, Mr. Hall provided no evidence that he paid Carrier \$1,500, or any other amount.
15. For these reasons, I dismiss Mr. Hall's claim. I find he has not proved he had a contract with Carrier, and he has not proved any payment to Carrier that would justify a refund.
16. Even if Mr. Hall had provided proof of payment, I would find he has not proved that Carrier was negligent. Mr. Hall did not provide photos of the springs, or any other evidence to show there was a problem with springs. To prove that car repairs were negligent, a party must generally provide expert evidence, such as a mechanic's report, 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. I find the question of whether leaf springs were properly repaired is beyond an ordinary person's knowledge and requires expert evidence.

17. Mr. Hall says he was a professional mechanic. He provided no proof of that. Even accepting it is true, CRT Rule 8.3(7) says the role of an expert giving evidence to the CRT is to assist the CRT and not to advocate for any side or party in a dispute, and a party generally cannot act as their own expert because the party is not neutral.
18. Based on Rule 8.3(7), I place no weight on Mr. Hall's assertion that the spring repair was negligent or defective. Since he provided no other evidence, there is no basis to find that Carrier was negligent, even if it did repair the springs.
19. For these reasons, I dismiss Mr. Hall's claim.
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 Mr. Hall was unsuccessful, I dismiss his claim for reimbursement of CRT fees. Carrier paid no CRT fees and claims no dispute-related expenses, so I award no reimbursement.

## **ORDER**

21. I dismiss Mr. Hall's claims and this dispute.

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Kate Campbell, Vice Chair