



Civil Resolution Tribunal

Date Issued: May 7, 2024

File: SC-2023-004804

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pati v. Lin*, 2024 BCCRT 433

B E T W E E N :

RACHEL PATI

APPLICANT

A N D :

YONG LIANG LIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. The applicant, Rachel Pati, purchased a used vehicle from the respondent, Yong Liang Lin. The applicant says the vehicle started making noises three days after the purchase, and she ultimately had to replace the vehicle's AC compressor. The applicant claims \$1,800 for the repair cost.

2. The respondent, Yong Liang Lin, says that the applicant inspected and tested the car twice before purchasing it. They say they were not aware of any problems with the vehicle before the sale, and they are not responsible for the claimed repair cost.
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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Given the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
6. 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.

Anonymization request

7. The respondent requests that their name be anonymized in this decision. They say that the applicant threatened and harassed them after the vehicle sale. They ask for their name to be anonymized "to avoid additional stress and uncertainty".
8. The applicant does not specifically oppose the respondent's anonymization request, but denies that she threatened the respondent.

9. Parties are generally named in CRT decisions, consistent with the open court principle, which promotes transparency and integrity in the justice system.¹ CRT Rule 9.4 requires the CRT to consider its Access to Information and Privacy Policy when considering how to protect the privacy of parties. The policy says that parties' names will generally be included in published decisions, unless there is a need to protect a party's identity, such as if they are a minor or an adult with impaired mental capacity.
10. The policy says that in deciding whether to anonymize a decision, the CRT will consider:
 - a. The dispute's circumstances and the nature of the evidence provided,
 - b. The potential impact of disclosure on the person and any others impacted by the dispute, and
 - c. How anonymization would impact the CRT's goals of transparent decision-making processes and protection of personal information.
11. Here, I find neither the dispute's subject matter nor the evidence provided is particularly sensitive. The respondent does not explain how disclosing their name in this decision would cause them stress and uncertainty. While the respondent says that the applicant has threatened and harassed them, which the applicant denies in any event, the respondent does not explain how anonymizing their name in this decision would prevent further such threats.
12. Overall, I find the respondent's reasons for requesting anonymity do not outweigh the importance of transparency and the open court principle. So, I deny the respondent's anonymization request and I have used their full name in this decision.

¹ See *Midwinter v. The Owners, Strata Plan BCS 1347*, 2023 BCCRT 1117, at paragraph 13.

ISSUE

13. The issue in this dispute is whether the respondent must pay the applicant \$1,800 for vehicle repairs.

EVIDENCE AND ANALYSIS

14. In this civil proceeding, the applicant must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
15. On April 25, 2023, the applicant responded to the respondent's Facebook advertisement for a used 2006 Mercedes-Benz vehicle. Both parties submitted screenshots of the advertisement in evidence. It described the vehicle as follows: "Well maintained car with clean title. No warning lights or anything in perfect running and working condition. New Tires!" The asking price was \$7,500.
16. The respondent says, and the applicant does not dispute, that the applicant's husband test drove the vehicle on the morning of April 26. That afternoon, the applicant also test drove the vehicle. The applicant did not have the vehicle professionally inspected.
17. The applicant purchased the vehicle from the respondent on April 27, for \$6,500. The applicant says that on April 30, the vehicle started making noises. The same day, the applicant messaged the respondent with a video. The video is in evidence, and it shows an audible rattling noise coming from the vehicle's dashboard.
18. The applicant says she took the vehicle to a mechanic, who diagnosed the noise as an issue with the vehicle's AC compressor. She says the mechanic replaced the compressor, and charged her \$1,380.71. This is supported by an invoice in evidence. I infer the applicant originally claimed \$1,800 as this was the amount the mechanic quoted before she started the dispute, but that she now claims the actual repair cost.

19. In the sale of used vehicles, the general rule is “buyer beware”. This means that a buyer is not entitled to damages, such as repair costs, just because there are problems with the vehicle shortly after the sale. Rather, a buyer who fails to have the vehicle inspected, as the applicant failed to do, risks that they did not get what they thought they were getting and made a bad bargain.
20. To show that “buyer beware” should not apply, and to be entitled to compensation, the buyer must prove fraud, negligent misrepresentation, breach of contract, breach of warranty, or latent defect.² Here, I find the applicant argues misrepresentation and breach of implied warranty.

Misrepresentation

21. A misrepresentation is a false statement of fact made during negotiations or in an advertisement that induces someone to enter a contract. If a seller fraudulently or negligently misrepresents a vehicle’s condition, the buyer may be entitled to compensation for losses arising from it.
22. Fraudulent misrepresentation occurs when the seller makes a false statement of fact that the seller knew was false or was reckless about whether it was true or false, and the misrepresentation induced the purchaser into buying the vehicle. Negligent misrepresentation occurs when the seller carelessly or negligently makes a representation to the buyer that is untrue, inaccurate, or misleading, and the buyer reasonably relies on the misrepresentation.
23. Here, as noted, the respondent’s advertisement said that the vehicle was “in perfect running and working condition.” The applicant says, and the respondent does not dispute, that the respondent also said during the test drives that the vehicle had no mechanical problems. The applicant says that she relied on these statements in purchasing the vehicle, and that the respondent either knew they were false, or was reckless about their truth.

² See *Mah Estate v. Lawrence*, 2023 BCSC 411.

24. The respondent denies knowing about any problems with the vehicle at the time of the sale. They say that the vehicle was not making any noises at the time of the sale, and that they drove it regularly without any problems.
25. The applicant says that the vehicle made “some noises” immediately after completing the transfer papers, but that the respondent said that they were normal. It is not clear whether these noises were the same as the “very bad, scary noise” that the applicant says she heard on April 30, which prompted her to take the vehicle to a mechanic. In any event, the applicant does not say that the noises were present during either test drive or before the sale.
26. The applicant also says that multiple mechanics told her that AC compressors fail over time. She provided a link to Bing search results for the question “do AC compressors on vehicle break over time or instantly.” I place no weight on this evidence. Parties are told during the CRT process not to provide web links as evidence, as their content can change at any time. In any event, I find web search results do not assist in determining whether the AC compressor was failing before the vehicle sale, and if so, whether the respondent knew or ought to have known about it.
27. I also place no weight on the applicant’s hearsay evidence about what she says the mechanics told her. The applicant did not provide a statement from a mechanic, and did not explain why she was unable to do so. In any event, I find that even if AC compressors fail over time, that does not mean that the respondent in this case knew or ought to have known that the vehicle’s AC compressor was failing. So, I find the applicant has not established that the respondent misrepresented the vehicle’s condition.

Implied warranty

28. Section 18(c) of the *Sale of Goods Act* (SGA) says that there is an implied warranty that goods sold will be durable for a reasonable period of time, having regard to their normal use. The other warranties in SGA section 18 do not apply to private car sales.

29. In determining whether a vehicle is durable for a reasonable period of time, the court (or CRT) will generally consider the vehicle's age, mileage, price, use of the vehicle, reason for the breakdown, and expectations of the parties as shown by any express warranties.³ Older vehicles will generally be considered reasonably durable if they can safely be driven when purchased, even if they breaks down shortly afterwards. Generally, buyers of used vehicles must reasonably expect that defects could arise at any time.⁴
30. Here, the vehicle was approximately 17 years old when the applicant purchased it. The purchase price was relatively low, at \$6,500. The advertisement in evidence shows that the vehicle had been driven approximately 175,000 kilometers at the time of the sale. Given the vehicle's age, price, and mileage, I find the implied warranty under SGA section 18(c) was limited to requiring that the vehicle was roadworthy and could be safely driven when purchased.
31. I accept, based on the applicant's mechanic invoice, that she had the vehicle's AC compressor replaced within about a week of purchasing the vehicle. However, notably, the applicant provided no compelling evidence that the AC compressor issue was present at the time of the sale, or that if it was, that it prevented the vehicle from being driven safely.
32. The applicant says that the mechanic told her that if she did not replace the AC compressor, it could affect other parts of the car. Again, I place no weight on this hearsay evidence, as it is unsupported by any other evidence, such as a statement from the mechanic. Even if I were to accept this statement, a possible negative effect on other vehicle parts does not mean that the vehicle could not be safely driven. So, I find the applicant has not proven that the vehicle was not roadworthy at the time of the sale.

³ See *Sugiyama v. Pilsen*, 2006 BCPC 265.

⁴ See *Wanless v. Graham*, 2009 BCSC 578.

33. In summary, I find the applicant has not proven that the respondent misrepresented the vehicle's condition, or that the respondent breached the implied warranty under the SGA. So, I dismiss the applicant's claims.

CRT FEES AND EXPENSES

34. 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 the applicant was unsuccessful, I dismiss her claim for CRT fees. Neither party claimed dispute-related expenses.

ORDER

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

Alison Wake, Tribunal Member