



Civil Resolution Tribunal

Date Issued: May 29, 2024

File: SC-2023-006338

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hamilton v. Bravo Cleaning Service Ltd.*, 2024 BCCRT 491

BETWEEN:

KENNETH TODD HAMILTON

APPLICANT

AND:

BRAVO CLEANING SERVICE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. Kenneth Todd Hamilton took his 2015 GMC Sierra truck to Bravo Cleaning Service Ltd. (Bravo) for a full vehicle detail, undercoating application, and paint protection treatment. Mr. Hamilton paid Bravo a total of \$1,562.73 but says Bravo's work was deficient. He claims a refund of \$1,331.70. Mr. Hamilton represents himself.
2. Bravo denies its work was substandard or negligent. Bravo is represented by its owner.

JURISDICTION AND PROCEDURE

3. 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.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
6. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

7. The issue in this dispute is whether Mr. Hamilton is entitled to a refund for Bravo's allegedly negligent work and, if so, how much.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Mr. Hamilton must prove his claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary

to explain my decision. Mr. Hamilton did not provide any final reply submissions despite the opportunity to do so.

9. On May 11, 2023, Mr. Hamilton brought his truck to Bravo for detailing. The initial services he purchased included a full interior and exterior detail, WoolWax undercoating, undercarriage wash, undercarriage airline and brushing. Mr. Hamilton later added XPEL paint protection film application on the front driver and passenger door rails. Mr. Hamilton paid a total of \$1,562.73, including a \$70 fee for excess pet hair removal.
10. As noted, Mr. Hamilton says Bravo's work was substandard. Specifically, he says that:
 - a. There was no noticeable handwaxing on the truck's exterior, such that small knicks and scratches were still visible after the work,
 - b. He was charged for excess pet hair when there was none,
 - c. There was no evidence the interior was shampooed,
 - d. The door jambs were not cleaned,
 - e. The WoolWax undercarriage coating was not done properly with spots being missed, and
 - f. The XPEL paint protection was not prepared properly so is bubbling.
11. Bravo denies the majority of Mr. Hamilton's claims. It says it performed the work exactly as described in its brochure. Bravo says after it completed its work, on May 15, 2023, it sent a picture of the vehicle to Mr. Hamilton and then dropped the truck off at a local accessory installer, Cap-it, at Mr. Hamilton's request. After Cap-it completed some work on the vehicle, it left the truck at the airport, on a gravel parking lot, also at Mr. Hamilton's request. Mr. Hamilton collected the vehicle on May 17.

12. On May 19, 2023, Mr. Hamilton wrote to Bravo outlining his complaints, mostly those explained above. Bravo twice responded to Mr. Hamilton's email offering to touch up any complaints. On June 14, 2023, Mr. Hamilton asked Bravo to fix his truck and attached 3 close-up photographs, which he said showed an "extremely poor job". Bravo responded the next day asking Mr. Hamilton to explain the photographs, but received no response.
13. I turn to Mr. Hamilton's allegations of substandard work. First, the pet hair. Mr. Hamilton says he was improperly charged \$70 for "excess pet hair", which he denies there was. He also says there was still pet hair in his vehicle after Bravo's work. Bravo says it properly charged Mr. Hamilton the excess pet hair fee, and says it can be near impossible to get rid of all pet hair in a vehicle. There is no supporting evidence in either direction. I find there is insufficient evidence supporting Mr. Hamilton's claim that Bravo improperly charged the fee. As the burden is on Mr. Hamilton to prove his claim, I find he has not done so here.
14. As for the interior and exterior detailing, Mr. Hamilton claims a \$360 refund for Bravo's alleged failure to shampoo the truck's interior, failure to clean the door jambs, and failing to properly wax the exterior. Specifically, he says there was "no noticeable handwaxing", but also says there was unremoved wax, swirl marks, and minor scratches were not buffed out. Mr. Hamilton says when he got the vehicle back, he used his own polisher and wax and completed the work himself. Bravo says power polishing was not included in the package Mr. Hamilton purchased, and he did not request it, nor was he charged for it. Bravo says the truck was "thoroughly waxed", and that the vehicle's interior was vacuumed and shampooed. Bravo further argues that it cannot be held responsible for the vehicle getting dirty again after it left Bravo's shop, especially when other parties worked on the vehicle after Bravo completed its work. Mr. Hamilton admits he did not take any pictures or otherwise document his complaints about the leftover pet hair, interior, or exterior detailing. He says he fixed the issues himself. Without more, I find Mr. Hamilton has not proven Bravo's interior or exterior detailing was substandard.

15. Next, the WoolWax undercoating. Mr. Hamilton claims a refund of \$99 for an undercarriage wash, \$199 for undercarriage airline and brushing, and \$300 for the WoolWax undercoating application. Mr. Hamilton does not specifically explain why he should receive a refund for the undercarriage wash, airline or brushing, but says the WoolWax undercoating was improperly applied. Mr. Hamilton says he has personally applied WoolWax to vehicles before, and that Bravo's work "could under no circumstances be considered reasonable". In response, Bravo says it performed this work properly and detailed the steps it took in its WoolWax application.
16. The issue for Mr. Hamilton is that I find the issue of whether the undercarriage coating was properly applied requires expert evidence. This is because the standards of a particular industry are often outside an ordinary person's knowledge and experience. The exceptions to this general rule are when the alleged breach relates to something non-technical or is so egregious that it is obviously below the standard of care (see: *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112). While I acknowledge Mr. Hamilton's submissions that he has previously been employed as an automotive mechanic, detailer, and pre-delivery inspector, his qualifications are not before me, and as the applicant in this dispute, his opinion is not independent. Mr. Hamilton did not provide any expert evidence to show Bravo's undercarriage work was substandard.
17. I also find the photos Mr. Hamilton provided in evidence are insufficient to prove Bravo's work fell below a competent standard. First, I am unable to determine what exactly many of the photos are supposed to show. Some are very close up photos and Mr. Hamilton does not explain them. Second, Bravo questioned when the photos were taken, arguing that if they were taken during the course of this dispute, they could be up to 11 months old. Bravo says using the vehicle would affect its work and that the undercoating work is recommended to be repeated every year. Notably, Mr. Hamilton did not respond to this submission. On balance, I find Mr. Hamilton has not proven he is entitled to any refund for the undercarriage work.

18. Finally, the XPEL paint protection. Mr. Hamilton claims a \$130 refund because he says Bravo failed to properly prepare the surface before applying the vinyl over rust. He says the work needs to be removed and professionally repaired. Bravo says it would like an opportunity to resolve Mr. Hamilton's concerns. Bravo explains the film was applied according to XPEL's training, but that there is a potential for lifting and peeling during the 3-week curing time, and commonly requires touch-up. Bravo also says XPEL offers a 10-year warranty, so it can be replaced at no cost to the customer. Again, Mr. Hamilton did not provide any expert evidence about paint protection application, and did not respond to Bravo's submissions about the warranty. Mr. Hamilton did not otherwise provide any evidence about the alleged cost to repair or replace the XPEL work. On that basis, I find Mr. Hamilton has not proven he is entitled to any refund for the XPEL paint protection.

19. In summary, I dismiss all of Mr. Hamilton's claims.

20. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. However, neither party paid any tribunal fees. Although Bravo claimed \$290 as dispute-related expenses, it did not provide any submissions or documentary evidence supporting this amount, so I dismiss its claim.

ORDER

21. I dismiss Mr. Hamilton's claims and Bravo's claims for dispute-related expenses.

Andrea Ritchie, Vice Chair