



Civil Resolution Tribunal

Date Issued: October 11, 2024

File: SC-2023-005204

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wennerstrom v. B.C.A.A. Holdings Ltd.*, 2024 BCCRT 1014

B E T W E E N :

HELENA WENNERSTROM

APPLICANT

A N D :

B.C.A.A. HOLDINGS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Maria Montgomery

INTRODUCTION

1. This dispute is about alleged vehicle damage. The applicant, Helena Wennerstrom, says the respondent, B.C.A.A. Holdings Ltd. (BCAA), damaged her vehicle when it improperly jump-started her car. Mrs. Wennerstrom seeks reimbursement of \$4,269.31 for vehicle repairs and expenses relating to seeking a mechanic's opinion from outside of BC.

2. Mrs. Wennerstrom is represented by a friend, CF, who is not a lawyer. BCAA is represented by a lawyer, Sunny Garcha.

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 the CRT has discretion to decide the hearing's format, 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. 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.
5. 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 court.

ISSUES

6. The issues in this dispute are:
 - a. Whether BCAA damaged Mrs. Wennerstrom's car, and
 - b. If so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

7. In a civil claim such as this, the applicant Mrs. Wennerstrom must prove her 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.
8. On September 29, 2022, Mrs. Wennerstrom discovered that her 2005 Mercedes would not start. A friend jump-started her vehicle, and she brought it to a repair shop who recharged her battery. A few days later, Mrs. Wennerstrom's vehicle again would not start. This time, she contacted BCAA to jump start her car. The parties disagree on what happened next.
9. Mrs. Wennerstrom says that the BCAA technician negligently jump-started her vehicle by placing the reverse polarity clamps on her vehicle's battery. She says this caused a shower of sparks and damaged her vehicle's battery, alternator, and electrical components. After this occurred, Mrs. Wennerstrom says her vehicle could no longer function. She says that is why the BCAA technician called a truck to bring her car to the repair shop. She seeks \$4,269.31, corrected in her written submission from \$4,249.46. This amount includes: \$3,945.44 in vehicle repairs, \$52.99 for gas to drive to a Mercedes dealership outside of BC, and \$270.88 for a battery test by that dealership.
10. BCAA denies that its technician improperly jump-started Mrs. Wennerstrom's vehicle. It provided service logs that show the battery was tested before the jump-start and it read 0.27 volts. BCAA says that if the clamps had been on the reverse polarity terminals, this reading would have been a negative number. BCAA says that sparks are normal in boosting car batteries. It says the vehicle was running after the jump and was driven onto and off the truck that brought it to the repair shop. According to BCAA, its mechanic told Mrs. Wennerstrom that the vehicle likely had an alternator or charging system problem which a repair shop could further diagnose and repair.

11. Mrs. Wennerstrom said the repair shop called her and asked if there had been a fire in her car engine's compartment. The repair shop's invoice notes "possibly jump started with polarity backwards." Mrs. Wennerstrom contacted BCAA and asked that they cover the vehicle repairs. BCAA said it would cover the repairs if Mrs. Wennerstrom presented evidence that their service caused damage. BCAA instructed Mrs. Wennerstrom to present its written communication to a dealership and have that mechanic contact a BCAA representative.
12. Mrs. Wennerstrom brought her vehicle to a Mercedes dealership outside of BC because she thought this dealership would be outside of BCAA's "sphere of influence." She noted during this trip that some of the car's electrical features were not fully operational. A Mercedes dealership in Bellingham assessed the vehicle. According to Mrs. Wennerstrom and her representative, the technician said, "it looks like reversed polarity." Neither party explains if this technician contacted BCAA with its opinion. I discuss the dealership's invoice below.
13. After the trip to Bellingham, Mrs. Wennerstrom's repair shop completed further repairs on some electrical components.
14. When a party alleges substandard work, they must prove the work was below a reasonably competent standard.¹ Generally, expert evidence is required when a party alleges a professional's work fell below a reasonably competent standard because an ordinary person does not know the standards of a particular profession or industry.² The exceptions to this general rule are when the work is obviously substandard, or the deficiency is related to something non-technical.³
15. Mrs. Wennerstrom says that three mechanics confirmed BCAA's service damaged her vehicle. She provided invoices from her repair shop, an invoice from a Mercedes dealership and a statement from an experienced mechanic. However, even if I accept these as expert evidence, I find they are not sufficient to support Mrs. Wennerstrom's claim.

16. The invoice from her repair shop that received her vehicle after BCAA's service says: "found alternator and main battery cable to have arced and caught fire" and "possibly jump started with polarity backwards." The invoice notes that the repair shop replaced the alternator. I find that this invoice does not confirm that BCAA's service damaged her vehicle as it states that a reverse polarity jump was only a possible cause of damage.
17. Next, she provided an invoice from the Mercedes dealership. The invoice says "customer supplied a 203 chassis B+ wire from battery to alternator and starter. Wire shows evidence that it has been shorted to ground or charging cables connected in reverse polarity." Again, this invoice does not confirm that BCAA's service damaged her vehicle. Rather, it states that a reverse polarity jump may have occurred but also says the wire may have been shorted to ground.
18. Finally, Mrs. Wennerstrom provided an email statement from Bruce Friesen who explains he is certified as a heavy duty mechanic, diesel engine mechanic and marine engine mechanic. Upon reviewing the invoice from the repair shop, Bruce Friesen says that a reverse polarity jump "almost certainly" occurred. However, as this mechanic is a family member of Mrs. Wennerstrom's representative, I find he is not impartial in this dispute. So, I give this statement little weight.
19. I note that Mrs. Wennerstrom's version of events does not account for the fact that her vehicle had a pre-existing problem with its battery when BCAA provided the jump service. This pre-existing problem caused her to bring her vehicle to the repair shop two days before and to contact BCAA. BCAA notes that a reading of 0.27 volts indicates a deeply discharged battery. BCAA explains a low reading two days after being charged indicates that there was an active draw on the battery. BCAA says that an electrical short was likely the problem, given that the alternator was replaced. I find this explanation persuasive as it accounts for Mrs. Wennerstrom's pre-existing battery problems before BCAA's service and is supported by the mechanic's invoices that indicate the alternator was replaced and the battery may have been shorted.

20. On balance, I find Mrs. Wennerstrom has failed to prove that BCAA negligently caused damage to her vehicle when it provided a jump start service.
21. I dismiss Mrs. Wennerstrom's claims and this dispute.
22. 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. As Mrs. Wennerstrom is unsuccessful in this dispute, I find she is not entitled to reimbursement of her CRT fees.

ORDER

23. I dismiss Mrs. Wennerstrom's claims and this dispute.

Maria Montgomery, Tribunal Member

¹ *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61.

² *Bergen v. Guliker*, 2015 BCCA 283.

³ *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.