



Civil Resolution Tribunal

Date Issued: July 10, 2025

File: SC-2023-011428

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Raza v. Richmond Lube Corp.*, 2025 BCCRT 930

B E T W E E N :

MOHAMMED MUQTHAR RAZA

APPLICANT

A N D :

RICHMOND LUBE CORP.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Nyhuus

INTRODUCTION

1. The applicant, Mohammed Muqthar Raza, says the respondent, Richmond Lube Corp. (RLC), damaged two winter tires while installing them on his vehicle. Mr. Raza says the tires need to be replaced. They claim \$528.04, which they say is the cost of replacing and installing new tires.

2. RLC says Mr. Raza has not proved it damaged their tires. I infer it asks me to dismiss Mr. Raza's claims.
3. Mr. Raza represents himself. A director represents RLC. For reasons I will explain, I dismiss Mr. Raza's claims.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
5. CRTA section 39 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. 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.
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.
7. Where permitted by CRTA section 118, 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

8. The issue in this dispute is whether RLC damaged Mr. Raza's tires, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Raza, as the applicant, must prove their claims on a balance of probabilities. This means “more likely than not”. I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision. I note that Mr. Raza did not provide reply submissions, although they had the opportunity to do so.
10. Mr. Raza says that on November 9, 2022, RLC installed a set of winter tires on their vehicle. They say that afterwards the tires had low air pressure, requiring them to refill the tires from time to time.
11. On June 1, 2023, Mr. Raza hired a third party auto repair shop, Shop 1, to remove the winter tires for the summer season. Shop 1 informed Mr. Raza that the beads on two of the tires were ripped. Mr. Raza says Shop 1 told them to contact the shop that installed the tires. Mr. Raza says they assumed it was a minor problem and did not get a chance to return to RLC.
12. In November 2023, Mr. Raza went to another third party auto repair shop, Shop 2, to reinstall their winter tires. They say Shop 2 declined to install the damaged tires due to safety concerns.
13. Mr. Raza says that based on Shop 1’s report and their observations of the low tire pressure, they believe RLC damaged the tires’ beads when it installed them in November 2022.
14. Mr. Raza is alleging that RLC’s tire installation work was done improperly. This can be framed as a claim for breach of contract or negligence. In contracts for professional services, like tire installation, it is an implied term that the work will be carried out in a reasonably competent manner. To succeed in a contract claim, Mr. Raza must show that RLC’s work was not reasonably competent. In a negligence claim, Mr. Raza must show that RLC owed them a duty of care, it breached the standard of care, that Mr. Raza suffered damages, and that RLC’s breach caused the damage (see: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27). In claims for

professional services like this one, the standard of care is generally that of a reasonably competent professional.

15. Generally, when someone alleges a professional like a tire installer was incompetent, they must provide expert evidence. This is because the standards of a particular industry are outside the common knowledge of an ordinary person. An exception to this general rule is when it is obvious that the professional's work fell below a reasonable standard (see: *Absolute Industries Ltd. v. Harris*, 2014 BCCA 287 and *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196).
16. Mr. Raza did not provide any expert evidence. While they say that Shop 1 told them to contact the tires' installer, they did not provide any statement or opinion from Shop 1 explaining how a poor installation job could cause damage to the tires' beads. So, without expert evidence, I find they are alleging that RLC's tire installation work was obviously substandard.
17. RLC acknowledges that it changed Mr. Raza's tires but does not admit that it caused the damage to the tires' beads. It says it used a state-of-the-art professional tire changeover machine which eliminates the risk of damage to the tires. RLC speculates that the damage may have occurred when Shop 1 removed the tires.
18. The problem for Mr. Raza is that they have not proved that RLC caused the damage to their tires. While it is possible that RLC damaged the tires, Mr. Raza has the burden of proving that this possibility is more likely than any other. Here, I find there are other possible causes of the tires' damage, which I will briefly discuss.
19. First, I find it is reasonably possible that the tires were damaged prior to RLC's installation. Mr. Raza has not said that the tires were new when RLC installed them, so I infer they were not. So, I find the tires could have been damaged while Mr. Raza drove with them the previous winter, while an auto shop removed them the previous spring, or while in storage. I acknowledge that installing damaged tires could likely form the basis of a negligence claim against RLC, but there is no evidence of the extent of the tires' damage in November 2022. Since Mr. Raza

drove on the leaking tires for approximately 6 months, I find it possible that this could have worsened a pre-existing, and previously imperceptible, issue.

20. Second, I find it is reasonably possible that Mr. Raza's tires became damaged in the normal course of driving, shortly after RLC installed them. Without expert evidence, I find it is not obvious that damage of this kind was more likely to occur during installation or while driving.
21. Third, I find it is reasonably possible that Shop 1 damaged the tires' beads while removing them. However, I find this is less likely, as it would not explain the slow leak Mr. Raza experienced prior to bringing the vehicle to Shop 1.
22. I find that Mr. Raza has not provided evidence to lead me to prefer any one of these plausible explanations of the tires' damage. So, I find that Mr. Raza has not proved, on a balance of probabilities, that RLC damaged their tires. It follows that they have not proved that RLC's tire installation work was obviously substandard. So, I dismiss Mr. Raza's claims.
23. 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. Mr. Raza was unsuccessful, so I dismiss their claim to reimbursement of their paid CRT fees. RLC was successful, but did not pay any fees. Neither party claimed dispute-related expenses.

ORDER

24. I dismiss Mr. Raza's claims.

Peter Nyhuus, Tribunal Member