



Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-003810

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Carlson v. Grant Wood Holdings Ltd.*, 2025 BCCRT 950

B E T W E E N :

ERIC VICTOR CARLSON

APPLICANT

A N D :

GRANT WOOD HOLDINGS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

DECISION

1. This dispute is about a vehicle inspection fee. In March 2024, the applicant, Eric Victor Carlson, took his vehicle to a Canadian Tire store operated by the respondent, Grant Wood Holdings Ltd., for repairs. The applicant says that the respondent charged him a \$95 inspection fee that he did not agree to. So, he seeks a \$95 refund. The applicant is self-represented.

2. The respondent says the applicant is not entitled to any refund. It says the applicant signed an estimate that set out the total cost for the work, including the \$95 inspection fee. The respondent's president represents it.
3. 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 and may accept as evidence information it considers relevant, necessary, and appropriate. The CRT must also be proportional. Bearing all this in mind, I decided to hear this dispute through written submissions.
4. These are the CRT's formal written reasons. Given the above mandate, and considering the amount in dispute, my reasons are brief.
5. The evidence shows that the applicant took his vehicle to the respondent on March 7, 2024, as it was not starting properly. The respondent determined the starter assembly needed to be replaced.
6. The applicant does not dispute signing a document authorizing the respondent to do work on his vehicle. I find the document the applicant signed is the estimate in evidence which shows the respondent would charge a \$95 "starting/charging inspection" fee. However, the applicant says that the respondent never told him that it would charge him this inspection fee, and that he did not read the document before signing it because of a visual impairment.
7. The applicant says that the respondent's employee only gave him a verbal estimate for the total cost of the work. He says that he understood from the employee that the document he signed was a work authorization, not a written estimate. The applicant says that he only realized the respondent charged him an inspection fee after he paid for the completed work on March 13, and when he looked at the invoice more carefully at home.

8. It is a general legal principle that a party who signs a contract, like the estimate here, is bound by it even if they did not read or understand it.
9. Even if I accept that the applicant did know that the document he signed was the estimate, at the very least, the applicant admits that when he signed the document, he agreed to allow the respondent to do work on his vehicle to address the issue with the starter. There is no suggestion that the respondent agreed to do repairs for free. The applicant also paid the respondent's \$355.27 invoice on March 13 without issue. Given this, I find that even if the applicant did not agree to the estimate specifically, by paying the \$355.27 on March 13 without dispute, the applicant accepted that this was a reasonable price for the work the respondent did.
10. Further, the applicant does not dispute that the respondent did the starting/charging inspection that it charged for. I find it likely that the inspection was necessary for the respondent to properly diagnose the problem before doing any repair work. I also find the \$95 the respondent charged for the inspection is reasonable.
11. Under the circumstances, I find the applicant is not entitled to any refund, and I dismiss his claim.
12. 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. Here neither party paid any CRT fees nor claims any dispute-related expenses. So, I award no reimbursement.

ORDER

13. I dismiss the applicant's claim.

Nav Shukla, Tribunal Member