



Civil Resolution Tribunal

Date Issued: September 15, 2025

File: SC-2024-006791

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Murray v. Kaur*, 2025 BCCRT 1279

B E T W E E N :

WILLIAM MURRAY and DAYTON MURRAY

APPLICANTS

A N D :

PHANGARA IQBALJIT KAUR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. The applicants, William Murray and Dayton Murray, purchased a used car from the respondent, Phangara Iqbaljit Kaur. The applicants say that the car had shifting issues on the drive home and that it needs a new transmission. They claim \$5,000 as a refund of the car's purchase price.

2. Mrs. Kaur says she is not responsible for the car's mechanical issues. She says she was upfront about the car's condition, the applicants test drove the car, and the car was sold "as is".
3. All parties are self-represented.
4. For the reasons below, I allow the applicants' claims and order Mrs. Kaur to pay \$3,357.80 to repair the car's transmission.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format. None of the parties requested an oral hearing. There are some issues, such as what verbal representations Mrs. Kaur made about the car, which do depend on credibility. However, I find that I can resolve these issues by referring to Mrs. Kaur's text messages about the car and other documentary evidence. So, I find that an oral hearing is not necessary in this case.
7. 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.
8. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

9. The issues in this dispute are:

- a. Did Mrs. Kaur misrepresent the car's condition?
- b. If so, what compensation should the applicants receive?

EVIDENCE AND ANALYSIS

- 10. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Mrs. Kaur provided no documentary evidence despite being given the opportunity to do so. The applicants did not provide reply submissions.
- 11. The parties agree that Mrs. Kaur listed a 2005 Nissan Maxima for sale on Facebook Marketplace in June 2024. They also agree that the applicants bought the car for \$4,700 plus tax. Neither party provided a copy of the online ad which Mrs. Kaur appears to have deleted.
- 12. It is unclear which of the applicants purchased the car. The parties did not provide a copy of the car's transfer documents. The applicants' submissions say "we" purchased the car, so, without any other evidence, I find that the applicants jointly purchased the car.
- 13. In the sale of used vehicles, the general rule is "buyer beware." This means that a buyer is not entitled to damages just because the vehicle breaks down shortly after the sale. In *Mah Estate v. Lawrence*, 2023 BCSC 411 at paragraphs 82 to 86, the court held that to receive compensation and avoid the "buyer beware" rule, the buyer must prove fraud, negligent misrepresentation, breach of contract, breach of warranty, or a latent (hidden) defect.
- 14. In this case, the applicants say that Mrs. Kaur negligently misrepresented the car's condition. To be successful, the applicants must prove:
 - a. Mrs. Kaur made an untrue, inaccurate, or misleading representation to the applicants,

- b. Mrs. Kaur breached the standard of care in making the representation, and
 - c. The applicants reasonably relied on the representation to their detriment.
- 15. The applicants say Mrs. Kaur told them the car was recently serviced, in excellent condition, and had no mechanical issues. They say this was a misrepresentation because the gears began slipping 15 minutes into the drive home. They provided text messages from a mechanic which said the car had shifting issues when the engine warmed up and it needed a new transmission.
- 16. Mrs. Kaur denies that she said the car was in excellent condition. She says this was an “as is” sale. She says that the car was driving fine but did need some work which was stated in the online ad and also discussed in person. She alleges that Dayton Murray drove the car aggressively during a test drive and suggests that he damaged the car while driving home.
- 17. I prefer the applicants’ evidence, which is consistent with the text messages Mrs. Kaur sent the applicants before the sale. Mrs. Kaur wrote that the car “runs like a dream” and, aside from a few scratches, was “otherwise a perfect car”. She also wrote that she had recently done maintenance on the car and it would “last you a long time and get you places without breaking down.” I find that Mrs. Kaur’s representations about the car’s condition were inaccurate because it is undisputed that the car needs a new transmission.
- 18. I find that Mrs. Kaur breached the standard of care in making these representations. Her text messages to the applicants suggest that the car was reliable and driving well. She should not have made these statements if she was unsure about the car’s condition. I find that the applicants reasonably relied on Mrs. Kaur’s representations when purchasing a car they thought was in excellent condition.
- 19. I turn to consider damages. Damages for breach of contract are meant to put the innocent party in the same position they would have been in had the contract been performed.

20. The applicants paid \$4,700 plus tax to purchase the vehicle. They claim \$5,000 as a refund of the purchase price. However, they now own the car which needs repairs but presumably has some market value. I find that awarding the car's full price as damages would overcompensate the applicants. The applicants paid for a used car that was drivable, so I find that the applicants' damages are the costs to repair the car.
21. The applicants provided an estimate to repair the car's transmission, valve cover gaskets, and cam sensors. The estimate gives a separate cost for new or used transmission parts, and I find that used parts are appropriate because the applicants purchased a used car. The total cost of the repair, including tax, is \$3,166.83. The applicants also paid \$190.97 for the assessment. I find that these costs are reasonable to repair the car. So, I order Mrs. Kaur to pay the applicants a total of \$3,357.80 as damages.
22. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the \$190.97 they paid their mechanic from June 10, 2024, the date they paid this amount, to the date of this decision. This equals \$9.79. There is no evidence that the applicants paid to repair the car's transmission, so I do not award any pre-judgment interest on these damages.
23. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicants were successful in establishing that Mrs. Kaur misrepresented the car's condition. So, I order Mrs. Kaur to pay the applicants \$175 for their CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

24. Within 30 days of the date of this decision, I order Mrs. Kaur to pay the applicants a total of \$3,542.59, broken down as follows:
 - a. \$3,357.80 as damages,

- b. \$9.79 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$175 in CRT fees.

25. The applicants are entitled to post-judgment interest, as applicable.

26. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Peter Mennie, Tribunal Member