



Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2024-010009

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Tu v. Aegis Paint Shield Inc.*, 2025 BCCRT 1296

B E T W E E N :

JENNY TU

APPLICANT

A N D :

AEGIS PAINT SHIELD INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Jeffrey Drozdiak

INTRODUCTION

1. This dispute is about a motorcycle wrap job.
2. The applicant, Jenny Tu, hired the respondent, Aegis Paint Shield Inc. (Aegis), to apply a wrap to her motorcycle. She says after 3 weeks, the wrap started peeling off, and Aegis has not replaced it. She claims a full refund of \$672.

3. Aegis says it was willing to refund Ms. Tu, but she insisted on having Aegis apply a new wrap. Aegis alleges Ms. Tu tried to damage its reputation and harassed it. Aegis argues that filing this claim was abusive.
4. Ms. Tu represents herself. Aegis is represented by its owner.

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 section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says 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, including by writing, telephone, videoconferencing, email, or a combination of these. I considered the potential benefits of an oral hearing. Here, there are no significant credibility issues, and I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. Overall, I find that an oral hearing is not necessary in the interests of justice, and I decided to hear this dispute through written submissions.
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), in resolving this dispute, the CRT may make an order on terms and conditions it considers appropriate.

PRELIMINARY ISSUES

Defamation

9. Aegis alleges Ms. Tu damaged its reputation by posting negative reviews and having friends do the same. It argues this is defamation. CRTA section 119 says the CRT does not have jurisdiction to consider defamation claims. So, I have not made any findings about these allegations. Instead, my decision will focus on whether Aegis must refund Ms. Tu for the wrap job.

Evidentiary Issue

10. I was initially unable to open Aegis' 16 pieces of evidence. At my request, CRT staff invited Aegis to resubmit its evidence. Despite this opportunity, Aegis did not re-upload its evidence or respond to the CRT staff's emails. From the evidence captions, I find most of Aegis' evidence is about its defamation allegations, which are not relevant to this dispute. The main issue I must decide is whether Aegis' work was deficient. Since Aegis admits its work was deficient, I find it procedurally fair to decide this dispute without Aegis' documentary evidence.

Settlement Discussions

11. Finally, in her submissions, Ms. Tu refers to the parties' settlement discussions during the CRT process. She also provided excerpts of these discussions in evidence. CRT rule 1.11 says that parties cannot disclose settlement discussions made during the tribunal process unless all parties agree. In its submissions, Aegis does not explicitly agree to disclose these discussions. So, I have not considered them in my decision below.

ISSUE

12. The main issue in this dispute is whether Ms. Tu is entitled to a refund for Aegis' allegedly deficient wrap job.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Ms. Tu, as the applicant, must prove her claims on a balance of probabilities (meaning “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 provide context for my decision.

The Wrap Job

14. On February 26, 2024, the parties messaged each other about a meeting to discuss Aegis applying a wrap to Ms. Tu’s motorcycle. Although neither party explains what a wrap is, I infer it is a vinyl film to change the motorcycle’s appearance and protect its original paint job.
15. Aegis’ March 1, 2024 invoice shows it charged Ms. Tu \$600 plus taxes for the wrap job, totaling \$672. On February 27, 2024, Ms. Tu sent Aegis a \$200 deposit for a “pink candy” wrap. Ms. Tu’s bank records show she paid the remaining \$472 on March 12, 2024.
16. Three weeks after Aegis applied the wrap, Ms. Tu says the wrap started peeling off. The parties were unable to resolve the issue amicably.

Is Ms. Tu Entitled to a Refund for Aegis’ Allegedly Deficient Work?

17. Ms. Tu says a wrap should last longer than 3 weeks before peeling. She argues she is entitled to a full refund for the allegedly deficient work. I find I can resolve this dispute under the law of negligence.
18. To prove Aegis was negligent, Ms. Tu must show Aegis owed her a duty of care, Aegis breached the standard of care, Ms. Tu suffered a loss, and Aegis’ breach caused the loss. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.
19. As a service provider, I find Aegis owed a duty of care to its customers, including Ms. Tu. Normally in a claim of professional negligence like this one, expert opinion evidence is needed to prove a professional breached the standard of care. This is

because the standards of a particular industry are often outside an ordinary person's knowledge and experience. See *Bergen v. Guliker*, 2015 BCCA 283 at paragraph 131. There is an exception if Ms. Tu can show Aegis was obviously negligent. See *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112.

20. Ms. Tu provided pictures of the wrap, which I find shows the wrap is peeling and wearing off. Aegis does not challenge this evidence and admits its installation work was deficient. Given this, I find Aegis was obviously negligent and breached the standard of care. I also find Ms. Tu suffered a loss by paying \$672 for Aegis' defective work. Since Aegis negligently applied the wrap, I find it appropriate to order Aegis to pay Ms. Tu a full refund of \$672.

CRT FEES AND INTEREST

21. The *Court Order Interest Act* applies to the CRT. In the Dispute Notice, Ms. Tu explicitly chose not to claim pre-judgment interest, understanding that she could not claim this amount later. So, I order none.
22. 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. Ms. Tu was successful, so I find she is entitled to reimbursement of \$75 in CRT fees. Ms. Tu did not claim dispute-related expenses, so I order none.

ORDERS

23. Within 15 days of the date of this decision, I order Aegis to pay Ms. Tu \$747, which includes \$672 in damages and \$75 for CRT fees.
24. Ms. Tu is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

25. This is a validated decision and order. Under section 58.1 of the CRTA, 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.

Jeffrey Drozdiak, Tribunal Member