



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Loxam v. P.J.G. Holdings Inc. (Doing Business as PG Performance)*,
2025 BCCRT 1333

B E T W E E N :

CHERRY LOXAM

APPLICANT

A N D :

P.J.G. HOLDINGS INC. (Doing Business as PG Performance)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. The respondent, P.J.G. Holdings Inc., operates a mechanic shop known as PG Performance. The applicant, Cherry Loxam, took her car to PG Performance several times to diagnose and repair it. She alleges that PG Performance never properly diagnosed what was wrong with the car, did work without authorization,

and ultimately failed to fix it. She says she spent \$6,388.16 on 5 visits. She claims \$5,000, the maximum amount she can claim in a Civil Resolution Tribunal (CRT) small claim. She is self-represented.

2. PG Performance says each of the times Ms. Loxam brought her car in it was for a different issue, with only one exception. It denies doing anything wrong. It is represented by its owner, Paul Gerkrath.

JURISDICTION AND PROCEDURE

3. The 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.
4. CRTA section gives the CRT discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties of this dispute question the credibility, or truthfulness, of the other. Resolving credibility may be a reason to hold an oral hearing. However, the advantages of an oral hearing must be considered in light of the CRT's mandate to resolve disputes in a speedy, informal, and accessible manner. The CRT must also be proportional. Oral hearings are not necessarily required to resolve credibility issues, and neither party requested one. I find that I am able to make the necessary credibility findings, as I explain below. I therefore decided to hear this dispute through written submissions.
5. CRTA Section 42 of the 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.
6. CRTA section 48(1) says the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

7. The issues in this dispute are:
 - a. Was PG Performance incompetent in how it handled Ms. Loxam's car repairs?
 - b. Did PG Performance perform work Ms. Loxam did not authorize?

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, Ms. Loxam as the applicant must prove her claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. Before I set out the relevant timeline, I will address an odd discrepancy in the evidence. The parties each uploaded copies of PG Performance's invoices. For each one, Ms. Loxam's copy and PG Performance's copy have different dates on otherwise identical invoices. From the surrounding context, I infer that Ms. Loxam's copies reflect the date PG Performance gave her a written quote, while PG Performance's copies reflect the day that it created the invoice after completing the work. For clarity, I will use the date on PG Performance's invoices.
10. The first visit was in February 2022. The notes on the invoice indicate it was to replace a headlight, and the car's brakes and rotors. There is no mention of engine troubles.
11. The next invoice in evidence is dated April 12, 2022. The invoice said the reason for the service was "poor idle". The mechanic found a leak and replaced both the upper and lower timing chain covers. PG Performance charged \$1,727.22 in parts and labour.

12. The next invoice is dated April 29, 2022. This service was to fix a coolant leak. The mechanic installed a new expansion tank and hose. PG Performance charged \$340.02 in parts and labour.
13. On May 1, 2022, Ms. Loxam emailed LH a photo showing the coolant appeared to be leaking. LH responded that it could be a fluctuation that is normal after a system flush. LH suggested topping it up with water and keeping an eye on it. Ms. Loxam said there was fluid under the car. Ms. Loxam then brought the car back to PG Performance.
14. Ms. Loxam met with LH on May 5, 2022. The parties dispute what exactly happened at that meeting. The parties agree that LH presented Ms. Loxam with a printed quote for significant additional work. Then, according to Ms. Loxam, she asked LH to email her a copy of the quote so that she could think about whether it was worth putting any more money into the car. According to a detailed email LH wrote Ms. Loxam on June 21, 2022, LH recalls telling Ms. Loxam that it would be 2 weeks before they would be able to perform the work. LH said that Ms. Loxam agreed to this timeline and instructed LH to perform the work when they could. I will resolve this difference in the parties' evidence below.
15. On May 16, 2022, LH emailed Ms. Loxam that they were able to finish "the work we talked about". LH said her car was ready to be picked up, and that it "should be free from issues for a while now". On May 24, 2022, Ms. Loxam responded that she had not approved any more work. LH responded admitting that "there was a miscommunication on my end about when this work was going to be completed". The cost of this work was \$1,976.03. PG Performance had replaced the water pump assembly and some other parts.
16. After exchanging more emails, LH sent a revised invoice deducting the \$340.02 from the previous invoice, leaving \$1,636.01 owing. Ms. Loxam responded that she did not believe she should have to pay any of the final invoice. However, after PG Performance threatened to send her car to a bailiff, she paid the final invoice. It was obvious she did so under protest.

17. According to Ms. Loxam, despite all the work and LH's assurance, the car still did not run properly. She took the car to an Audi dealership for diagnosis. In an October 6, 2022 report, the Audi mechanic noted many issues with the engine and recommended a complete overhaul. The estimated cost was over \$12,000 plus tax.
18. Ms. Loxam makes 2 distinct claims about PG Performance. The first is that its work was substandard because it recommended and performed repairs that were ineffective and a waste of money. The second is that she did not authorize the work PG Performance charged for on the last invoice. I note that Ms. Loxam also disputes authorizing the April 29, 2022 work, but since PG Performance already deducted that amount from the final invoice, I will not address the allegation further.
19. In any contract for professional services, there is an implied term that the professional will perform the service in a reasonably competent manner. This includes mechanics. Generally, to prove that a mechanic's work was not reasonably competent, a customer needs to provide evidence from an expert, such as another mechanic. The main exception to this rule is when work was so obviously incompetent or unreasonable that an ordinary person with common knowledge can tell.
20. As noted, an Audi mechanic provided a report on their diagnosis of Ms. Loxam's vehicle. However, that mechanic did not comment on PG Performance's decisions about prior repairs. I accept that the Audi mechanic recommended a full engine replacement. However, this does not mean PG Performance's attempts to fix the engine without a complete overhaul were unreasonable. Given the car's age, it may have been worthwhile to attempt a less major repair even if it was ultimately unsuccessful. PG Performance's decisions cannot be assessed with the benefit of hindsight. So, I find that Ms. Loxam has failed to prove that PG Performance's services were unreasonable or incompetent.
21. That leaves the final invoice. I prefer Ms. Loxam's evidence about what happened when she met with LH on May 5, 2022. There are a few reasons for this. First, LH admitted to a miscommunication shortly after that meeting without specifically

disputing Ms. Loxam's allegation about unauthorized repairs. If LH recalled Ms. Loxam explicitly authorizing the work, I would have expected them to say so in that email. They wrote the more detailed email several weeks later, and LH admitted their memory was not as fresh. This may reflect the reality that the conversation was likely much more important to Ms. Loxam, because it was about a big decision about her car, than LH, because it was presumably one of many meetings they have had with customers about repairs as part of their job. LH also said that Ms. Loxam's decision to leave her car at PG Performance was implicit authorization to perform the work. This would be a curious thing to add if LH was sure Ms. Loxam explicitly authorized the work. Also, Ms. Loxam says the car was not safe to drive, which is a reasonable explanation for leaving it there. On balance, I find that Ms. Loxam likely did not instruct PG Performance to do the work set out in the final invoice. This means there was no contractual basis for PG Performance to charge Ms. Loxam for that work.

22. That does not necessarily end the matter. In the absence of a contract to perform the work, PG might be entitled to some or all of the amount it charged based on a legal concept called "quantum meruit". In short, quantum meruit means that people are entitled to be paid a reasonable sum for valuable work. However, the evidence does not establish that the work PG Performance had any value. The repairs were not effective.
23. On that basis, I find that Ms. Loxam is entitled to be reimbursed for the final invoice. I order PG Performance to pay her \$1,636.01. I dismiss the balance of her claim.
24. Under CRTA section 49, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Ms. Loxam was partially successful, so she is entitled to reimbursement of half of her \$175 in CRT fees, which is \$87.50. She did not claim any dispute-related expenses. PG Performance did not claim any dispute-related expenses or pay any CRT fees.

25. The *Court Order Interest Act* applies to the CRT. However, Ms. Loxam waived her right to pre-judgment interest, so I ordered none.

ORDERS

26. Within 30 days of this decision, I order PG Performance to pay Ms. Loxam a total of \$1,723.51, broken down as follows:

- a. \$1,636.01 in damages, and
- b. \$87.50 in CRT fees.

27. Ms. Loxam is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

28. 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.

Eric Regehr, Vice Chair