



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Alguire v. DBM Automotive Ltd.*, 2025 BCCRT 1390

B E T W E E N :

RYAN ALGUIRE

APPLICANT

A N D :

DBM AUTOMOTIVE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Nyhuus

INTRODUCTION

1. The applicant, Ryan Alguire, paid the respondent, DBM Automotive Ltd., to repair his vehicle. Two days after picking up his repaired vehicle, it broke down. Mr. Alguire says DBM's repair work was substandard. He says that despite a contractual warranty, DBM failed to reimburse him for the costs he incurred hiring 2 other repair shops to fix the DBM's substandard work. Mr. Alguire seeks \$5,000 as

reimbursement for the repair costs, which is the small claims monetary limit of the Civil Resolution Tribunal (CRT). He represents himself.

2. DBM denies that its repair work was substandard. It says Mr. Alguire's later repair costs fell outside its warranty coverage since it did not provide the parts that failed. It says it owes Mr. Alguire nothing. An employee represents DBM.

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 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.
5. 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.
6. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

7. The issues in this dispute are:
 - a. Did DBM breach its warranty by failing to pay for the later repairs?

- b. If yes, is Mr. Alguire entitled to damages?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Mr. Alguire, as the applicant, must prove his 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.
9. In July 2022, DBM repaired Mr. Alguire’s 2007 Dodge Sprinter van, which Mr. Alguire used as a motorhome. Mr. Alguire required the repairs as he intended to drive across the country with his family.
10. According to DBM’s invoice, the van’s engine would not go over 2000 RPM and the “check engine” light was on. DBM scanned the engine control module and discovered an issue with the performance and position of the “swirl valves”. DBM pulled the intake manifolds and found they were fully loaded with carbon and that the actuator was unable to move the valves freely. The invoice says DBM “performed the job” and that, afterwards, the vehicle drove as it should.
11. Mr. Alguire paid DBM \$5,866.02 for the repairs. DBM’s invoice included the following warranty:

DBM Automotive LTD warrants all operations performed in respect of defects in materials and workmanship under normal use and service, for a period of One year or 20,000 kilometers on service and materials supplied by DBM Automotive Ltd. There is no warranty expressed nor implied on any service where materials are supplied. Any warranty repairs / towing must first be approved by management in order for claim to be recognized. No warranty is extended to cover loss of use, loss of earnings, per diem expenses nor any other claim of any nature whatsoever.

12. On July 12, 2022, Mr. Alguire picked up his repaired vehicle from DBM's shop in the Lower Mainland. About 2 days and 2,500 km later, Mr. Alguire's vehicle broke down near Vermilion Bay, Ontario.
13. After the vehicle broke down, Mr. Alguire texted his contact at DBM, CN, for assistance diagnosing the problem. CN helped Mr. Alguire by shipping a gasket to his location and searching for a mechanic. While Mr. Alguire and CN were both contacting mechanics, Mr. Alguire asked CN, "who is booking/paying," to which CN replied, "I pay."
14. Mr. Alguire ended up hiring Bryn Jones of Titan Heavy Repair (THR) to repair his vehicle. Mr. Alguire provided THR's invoice, which totaled \$4,712.92. I will discuss THR's repairs and observations in more detail below.
15. After THR fixed his vehicle, Mr. Alguire continued his trip east. In Halifax, Mr. Alguire took his vehicle to another auto repair shop, O'Regan M-B Limited, for a "checkup". O'Regan's invoice shows that Mr. Alguire told the technician that the van's check engine light is on and that the van loses power when climbing hills. O'Regan provided further repairs. Its invoice totaled \$2,269.56.

Did DBM breach its warranty by failing to pay for the later repairs?

16. Mr. Alguire argues that DBM is liable under its warranty for the cost of the repairs made by THR in Ontario and O'Regan in Nova Scotia.

Ontario repairs

17. I begin with the Ontario repairs. Mr. Alguire provided Bryn Jones' signed statement, dated September 9, 2022, detailing their observations of the vehicle and the steps they took repairing it. Mr. Alguire asks me to accept this statement as expert evidence.
18. CRT rule 8.3(2) requires an expert to state their qualifications in any written expert report. Bryn Jones did not do this. However, for the following reasons, I find it appropriate to exercise my discretion under CRT rule 1.2 to waive this requirement

for expert evidence. Bryn Jones works at an auto repair shop and DBM does not challenge Bryn Jones' qualifications as an expert. Further, I find Bryn Jones is a neutral third party, without any interest in this dispute's outcome. I say this because Mr. Alguire told THR that he would pay its invoice if DBM refused to. On balance, I am satisfied that Bryn Jones had sufficient expertise and neutrality to provide an opinion on the causes of the vehicle's breakdown and I accept their statement as expert evidence.

19. However, I note that in the final paragraph of Bryn Jones' report, they provide an opinion as to whether DBM's warranty should cover the repair work performed by THR. I find this question is outside the scope of Bryn Jones' expertise. So, I have placed no weight on this portion of their report.
20. I now consider the report's contents. Bryn Jones says they confirmed Mr. Alguire's description of the problem: the van lacked engine power, had extensive exhaust protruding from the engine bay, and the engine was limited to 2000 RPM as it was in "limp mode". They reviewed DBM's invoice which showed that DBM had performed extensive repairs to the intake and exhaust systems, including the replacement of exhaust gaskets at the turbocharger Y collector and Exhaust Gas Recirculation (EGR) pipe. They also say DBM replaced the intake manifold assembly, which would require the removal of the van's turbocharger and replacement of all associated exhaust and EGR gaskets.
21. Bryn Jones found that the exhaust leaks were coming from the turbocharger Y pipe collector gaskets. They say the EGR pipe from the turbocharger Y pipe collector to the EGR cooler was broken near the flange at the turbocharger side. They removed and inspected the gaskets. They found the driver's side gasket had been pinched in one location, resulting in exhaust leakage. They say this gasket was replaced during the repairs at DBM, so in their opinion, DBM's "improper and unclear installation" caused the van's failure. They also opined the pipe broke in a location that would be unlikely to break while driving. In their opinion, DBM damaged the

pipe, gasket, and turbocharger while installing them. They say they replaced these components, which resolved the exhaust leak.

22. In response to this evidence about the exhaust leak, DBM says the EGR tubes on Sprinter vans typically fail after 100,000 km. It says that since it did not replace the EGR tube, the EGR tube's failure is not covered by the warranty. In support, it provided a letter from Russ Hudson, the President of Hudson Automotive Ltd. Russ Hudson's expert statement shares the same issue as Bryn Jones', as they did not state their expertise. However, despite this defect, I accept Russ Hudson's statement as expert evidence for the same reasons I accepted the statement of Bryn Jones.
23. Russ Hudson says that, from their experience, the EGR tube installed on 3.0L Sprinter Vans has a high failure rate. They say their shop has replaced many of these tubes that have broken unexpectedly and without prior indication of wear. Russ Hudson says the design of the EGR tube seems to fatigue and fail with age after 100,000 kms.
24. While I accept Russ Hudson's opinion about the issues with this part, I prefer Bryn Jones' opinion, as they directly observed Mr. Alguire's van and DBM's assembly of the exhaust system. I find DBM's argument and Russ Hudson's statement do not address Bryn Jones' observation that the poor repair work caused the damage to the EGR pipe. For instance, DBM says that the problem was with the EGR tube, not the gaskets. However, Bryn Jones observed that a gasket was pinched, resulting in exhaust leakage. So, I find the exhaust leak problem was broader than a failed EGR tube, and that it was likely caused by DBM's poor repair work, rather than the EGR tube's sudden failure.
25. Bryn Jones also inspected the intake system and found evidence of a boost leak behind the mounting flange for a charged air hose. They found that a mounting bolt for this flange was missing and, as a result, the gasket behind the flange was no longer sealing. They inspected the flange and found the threaded hole for the missing bolt had stripped threads, leading them to believe the bolt was installed

cross threaded. This compromised the bolt's ability to apply the required sealing pressure on the flange and its gasket. Bryn Jones fixed this issue by tapping new threads into the mounting hole and installing a new bolt.

26. Bryn Jones says they discovered the boost leak issue by using a diagnostic scan tool. Since this issue was not picked up by DBM's own diagnostic scan, they believe that DBM caused the issue by incorrectly cross threading the bolt.
27. In its response submissions, DBM says that if a stripped bolt caused the intake leak and loss of boost, then the vehicle would not have achieved boost conditions and would have run incorrectly from the initial pickup of the vehicle. It also argues that a stripped bolt would not need to be drilled out in the manner Bryn Jones says they did, so the bolt was likely not stripped.
28. CRT rule 8.1(7) says that a party generally cannot act as their own expert because the party is not neutral about the dispute's outcome. So, I do not accept DBM's own statement as expert evidence. I prefer Bryn Jones' expert evidence to DBM's statement about the cause of the intake leak. I find that the boost leak was likely caused by DBM's poor repair work.
29. Overall, I find that DBM's argument focuses on its warranty for parts, while ignoring its warranty for labour. I find Bryn Jones clearly observed evidence of DBM's poor performance of the repairs to the van's intake and exhaust systems. I find the warranty covers this, so DBM is liable for the costs Mr. Alguire incurred to have THR fix DBM's substandard repair work.
30. DBM made several other arguments about why the warranty does not apply to THR's repairs. I will only briefly discuss these arguments, as I am not persuaded by any of them.
31. DBM argues that the fact that Mr. Alguire successfully drove the vehicle from British Columbia to Ontario supports its argument that the repair work was completed correctly. I disagree with DBM's logic. The warranty itself acknowledges that DBM's

repair work should last for at least 20,000 km. Mr. Alguire drove the vehicle only 2,500 km before it broke down, which is well within the warranty's limit.

32. DBM points out that the warranty says that repairs and towing “must first be approved by management” to be recognized. It argues that the “management team” did not speak with THR until after it had completed the repairs. Since Mr. Alguire asked DBM whether it would cover the costs before hiring THR, I infer that DBM argues that Mr. Alguire’s contact at DBM, CN, could not authorize the warranty repairs. For the following reasons, I dismiss this argument. First, DBM did not provide any evidence about CN’s position at DBM or about which employees form the “management team”. So, I find it has not proven that Mr. Alguire made a warranty claim to the wrong person. Second, I disagree with DBM’s interpretation of the clause. I find the clause’s purpose is to require the beneficiary of the warranty, Mr. Alguire, to contact DBM prior to incurring warrantable repair costs. Since Mr. Alguire did this, I find he has satisfied this requirement.
33. DBM also argues that Mr. Alguire may have rolled back his odometer. It provided a CARFAX report, which flagged a “potential odometer rollback” between service appointments. DBM says that the warranty period is for only 20,000 km and that it is impossible to prove that the failure occurred within the warranty period, given the inconsistent odometer readings. I dismiss this argument. It is undisputed that Mr. Alguire’s van broke down only 2 days after he picked it up from DBM. In that time, he had driven the van about 2,500 km, from British Columbia to Ontario. I find it highly unlikely that he drove a further 17,500 km in this short time frame, then adjusted the odometer to conceal the extra distance. So, I find Mr. Alguire’s van broke down within the warranty period. I also accept Mr. Alguire’s explanation that the discrepancies in the CARFAX report are likely a result of clerical errors, such as improper conversions from miles to kilometers.

Nova Scotia repairs

34. I turn to the Nova Scotia repairs. O’Regan’s technician found that the injector fuel line was leaking. The invoice says that the line had been repaired with a piece of

fuel hose and clamps that were not holding and leaking badly. The technician replaced the injector leak line and successfully fixed the previous repair work.

35. I find DBM is not liable for O'Regan's repair of his van's fuel line. DBM says it did not perform the repair work that O'Regan's technician observed and fixed. Its invoice does not mention the fuel line.
36. In his reply submissions, Mr. Alguire says that DBM broke the fuel line while finalizing repairs. He says he personally witnessed this incident when he picked up the van, but that he did not know or understand at the time that it was being repaired incorrectly. He says DBM hurriedly replaced the fuel line without documenting it on the invoice.
37. I acknowledge that this is plausible, as the text messages in evidence show that Mr. Alguire was in a rush to begin his trip and repeatedly urged DBM's technicians to hurry up. However, for 2 reasons, I find this is insufficient evidence to prove that DBM damaged the fuel line.
38. First, since Mr. Alguire is not an expert, I find he may have misunderstood what DBM's technician was doing to the van in the final moments before he picked it up.
39. Second, I note that Mr. Alguire first mentioned that he saw this happen in his reply submissions. This means that DBM has not had the opportunity to respond to his alleged observation. Had Mr. Alguire provided this evidence earlier, DBM could have provided evidence to challenge Mr. Alguire's observations or to provide context for what Mr. Alguire saw. Given that it did not have this opportunity, I find it would be procedurally unfair to DBM for me to rely on Mr. Alguire's evidence about his own observations of the broken fuel line.
40. For these reasons, I find Mr. Alguire has not proven that DBM worked on, or damaged, his fuel line. So, I find he has not proven that DBM caused the leak observed by O'Regan's technicians. I dismiss his claim for reimbursement of these repair costs.

Damages

41. In summary, I find DBM's warranty required it to pay for THR's repairs of its defective work on the intake and exhaust systems. I find it breached its contract by failing to honour the warranty. Damages for breach of contract are generally meant to put the innocent party in the same position as if the contract has been performed as agreed (see *Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319). Here, the warranty limits damages to the costs of repairs, which is all that Mr. Alguire claims.
42. Mr. Alguire provided THR's invoice, which totals \$4,712.92. I find that most of THR's repair work can be attributed to DBM's defective work. However, both the invoice and Bryn Jones's statement say they found a "high DPF soot load". Bryn Jones says this is a common problem for this type of engine that is not attributable to any wrongdoing by DBM. Bryn Jones says they performed a forced "aftertreatment regeneration" using the diagnostic scan tool to lower the soot level. The invoice shows they performed this work at the shop, although it does not say how long it took. The invoice says THR performed 11 hours of shop labour at \$140 an hour. Based on Bryn Jones' description of their labour, I find that the other tasks they performed at THR's shop, including the intake system repair, likely took considerably longer than resolving the high soot load issue. So, I find it is reasonable to deduct an amount equivalent to 3 hours of shop labour from the damages award. I find DBM must pay \$4,712.92 less \$474.60, so \$4,238.32.
43. The *Court Order Interest Act* applies to the CRT. However, Mr. Alguire waived his right to interest, so I order none.
44. 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. I find Mr. Alguire is entitled to reimbursement of \$175 in CRT fees. Neither party claimed dispute related expenses.

ORDERS

45. Within 21 days of the date of this decision, I order DBM to pay Mr. Alguire a total of \$4,413.32, broken down as follows:
- a. \$4,238.32 in damages, and
 - b. \$175 in CRT fees.
46. Mr. Alguire is entitled to post-judgment interest, as applicable.
47. 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.

Peter Nyhuus, Tribunal Member