



Civil Resolution Tribunal

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File: SC-2022-010072

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hollett v. Hyundai Auto Canada Corp.*, 2024 BCCRT 039

B E T W E E N :

KIM GRENVILLE HOLLETT

APPLICANT

A N D :

HYUNDAI AUTO CANADA CORP.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. Kim Grenville Hollett was driving his 2013 Hyundai Santa Fe vehicle on a road trip when the engine started malfunctioning. Mr. Hollett says he took his vehicle to a nearby Hyundai dealership and was told the engine needed replacement. The engine replacement was undisputedly covered under a warranty with the respondent, Hyundai Auto Canada Corp. (Hyundai Canada).

2. Mr. Hollett says the engine repairs were estimated to take 5 weeks, but the dealership was unable to provide him with a loaner car, which Mr. Hollett alleges was contrary to the warranty terms. Mr. Hollett says he agreed to sell his vehicle to the dealership and buy a new car off its lot because the dealership did not give him another option. He says the dealership should have offered to pay his expenses to get home and later return to retrieve his 2013 vehicle when the repairs were complete. The dealership is not a party to this dispute, as discussed further below.
3. Mr. Hollett claims \$4,523.99 against Hyundai Canada for the value of the travel expenses he says should have been covered if they were incurred, including: \$2,125.24 for flights, \$2,258.75 for a 5-week vehicle rental, and \$140 for taxi fares. Mr. Hollett also says that Hyundai Canada “illegally” provided the dealership with the results of a confidential survey he completed. He says the dealership then harassed him about the survey results. He claims an additional \$450 in damages for that issue. In total, Mr. Hollett claims \$4,973.99.
4. Hyundai Canada says that it only upholds applicable warranties, and it is not involved in vehicle sales. It says that it approved warranty coverage for the engine repairs to Mr. Hollett’s 2013 vehicle, but that the warranty does not cover “incidental damage”, such as the travel expenses Mr. Hollett claims in this dispute. It also says that it provides dealerships with coaching and feedback from customer surveys to help improve their services. I infer that Hyundai Canada argues this dispute should be dismissed.
5. Mr. Hollett is self-represented. Hyundai Canada is represented by an employee.

JURISDICTION AND PROCEDURE

6. 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). Section 2 of the CRTA states that 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.

7. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, 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.
8. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
10. I note that it is clear from Mr. Hollett's evidence and submissions that he has treated Hyundai Canada and the Hyundai dealership as the same entity. However, as noted, Hyundai Canada says that it is not involved in vehicle sales. I infer that it means Hyundai Canada manufactures and warrants Hyundai vehicles, but that dealerships are responsible for selling them. While neither party provided any direct evidence about the relevant dealership's legal status, I find it is likely a separate incorporated entity. I note the CRT has previously decided a dispute involving Hyundai Canada and a Hyundai dealership, which was a separate company (see: *Kukkonen v. Jim Pattison Industries Ltd. dba Jim Pattison Hyundai Coquitlam*, 2020 BCCRT 252).
11. For clarity, I find that Hyundai Canada and the relevant dealership in this dispute are 2 separate legal entities. That means Hyundai Canada is not responsible for the dealership's actions or the actions of the dealership's employees. As Mr. Hollett did not name the dealership as a party to this dispute, I find I do not have jurisdiction to consider any claims Mr. Hollett has made against the dealership or its employees in the context of this dispute. I consider only Mr. Hollett's claims against Hyundai Canada below.

ISSUES

12. The issues in this dispute are:

- a. Is Mr. Hollett entitled to compensation for alleged travel expenses he would have incurred had he decided to repair his vehicle?
- b. Did Hyundai Canada improperly disclose Mr. Hollett's survey response, and if so, is Mr. Hollett entitled to the claimed \$450 in damages?

EVIDENCE AND ANALYSIS

13. In this civil proceeding, Mr. Hollett must prove his claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision.
14. While Mr. Hollett was driving from his home in the Lower Mainland to Castlegar in early October 2022, his vehicle's engine started misfiring. When he arrived in Castlegar, he took the vehicle to the local Hyundai dealership. The dealership inspected the vehicle and advised Mr. Hollett that the engine had to be replaced. The engine replacement was covered by an extended warranty held with Hyundai Canada under Product Improvement Campaign 80CA08. None of this is disputed.
15. Mr. Hollett says that the dealership told him the repairs would take 5 weeks. He says the dealership also told him it did not have a loaner vehicle available at the time. So, Mr. Hollett says he was "on his own" to get around Castlegar and find his way home. Mr. Hollett says the dealership's employees suggested that he could sell his vehicle to the dealership and use the sale as credit towards the purchase of a new vehicle off the dealership's lot. Mr. Hollett says he agreed to this suggestion because the dealership would not guarantee reimbursement of his travel expenses to get home and then return to retrieve his repaired vehicle.
16. Hyundai Canada says it has no knowledge of any discussions between Mr. Hollett and the dealership about the alleged new vehicle purchase, which I accept. Because

it is not a party to this dispute, the dealership did not have an opportunity to provide any evidence or respond to Mr. Hollett's account.

17. Nevertheless, I accept that the events likely occurred as Mr. Hollett set them out. Hyundai Canada provided the dealership's warranty request for the engine replacement in Mr. Hollett's vehicle, which notes the repair time was October 8, 2022, to November 21, 2022 (more than 5 weeks). Mr. Hollett provided a vehicle valuation report for his 2013 vehicle showing the amount the dealership offered to apply towards his new vehicle purchase. He also provided a document with handwritten notes about the features in the new vehicle and financing terms. While Mr. Hollett did not provide a copy of a vehicle purchase agreement, I am satisfied that he traded in his 2013 vehicle and bought a new one from the dealership in October 2022.
18. Mr. Hollett argues that instead of suggesting he buy a new vehicle, the dealership should have arranged for return flights to the Lower Mainland, taxis, and a rental car until his vehicle was repaired in Castlegar. Mr. Hollett provided what appears to be a screenshot of a website with information about the applicable extended warranty for his 2013 vehicle. It states that if an engine replacement is required, dealers will provide a free loaner vehicle or Hyundai Canada will provide a free rental car to use while the vehicle is being repaired. I infer that it is Mr. Hollett's position that because the dealership did not have a loaner car for him and did not offer a rental car, Hyundai Canada breached the warranty.
19. There are several difficulties with Mr. Hollett's claim. First, I cannot tell from the screenshot whether the information about providing a loaner or rental car during a warranted engine replacement is from Hyundai Canada's website or a third-party website. Therefore, I cannot determine whether that is, in fact, a term of the applicable extended warranty agreement.
20. Next, even if I accept that the website is accurate, if the dealership was unable to provide a loaner car as alleged, it appears the other option was for Hyundai Canada to provide a free rental vehicle during the repair period. Hyundai Canada says that it did not receive any request for rental vehicle coverage with the warranty application.

I find that is likely because Mr. Hollett decided to buy a new vehicle, and so he did not require such coverage. I find there is no legal basis to hold Hyundai Canada responsible for compensating Mr. Hollett for the value of rental vehicle coverage he did not request or use under the applicable warranty.

21. Further, Hyundai Canada provided a copy of its general warranty provisions, which state that “consequential damage” is not covered under warranty, including fuel, telephone, travel, lodging, inconvenience, personal loss, and loss of use of the vehicle. I find this term likely applied to the applicable extended warranty. So, I find that Hyundai Canada would not be responsible for Mr. Hollett’s claimed air travel and taxi expenses, even if he had incurred those expenses.
22. Overall, I find there is simply no evidence that Hyundai Canada breached its warranty or any other contractual obligation it had to Mr. Hollett. Rather, I find that Hyundai Canada honoured the extended warranty to repair Mr. Hollett’s vehicle, but he chose to buy a new vehicle because it was more convenient.
23. I acknowledge that Mr. Hollett appears to regret his decision to buy the new vehicle and says he did so because it was the only option the dealership provided to him. However, to the extent that Mr. Hollett argues the dealership had an obligation to advise him that he may have had the option of renting a vehicle at Hyundai Canada’s expense and failed to do so, I find that is a claim against the dealership, not Hyundai Canada.
24. In summary, I find Mr. Hollett has not proven Hyundai Canada is responsible for the claimed value of travel expenses, which Mr. Hollett did not even incur. I dismiss this aspect of his claim.
25. As for Mr. Hollett’s claim about the survey, he says that he completed an online survey from Hyundai Canada about the service he received at the Castlegar dealership. Mr. Hollett says it was his understanding that his responses would be kept confidential. It is undisputed that Hyundai Canada provided at least some of the responses to the relevant dealership. Mr. Hollett says the dealership then “harassed” him by sending

him a single text message asking how it could have improved his customer experience.

26. Mr. Hollett did not provide a copy of the survey or any alleged agreement that Hyundai Canada would keep the survey results confidential. As noted, Hyundai Canada says it provides dealerships with coaching and feedback from surveys to improve customer service. I infer it is Hyundai Canada's position that it did not improperly disclose Mr. Hollett's survey responses. Given the lack of evidence before me about the survey and its terms, I find Mr. Hollett has not proven Hyundai Canada improperly disclosed his survey responses to the dealership. I dismiss his claim about the survey on that basis.
27. 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. As Mr. Hollett was unsuccessful, I find he is not entitled to reimbursement of his CRT fees. Hyundai Canada did not pay any fees, and neither party claimed dispute-related expenses, so I make no order.

ORDER

28. I dismiss Mr. Hollett's claims, and this dispute.

Kristin Gardner, Tribunal Member