



# Civil Resolution Tribunal

Date Issued: January 16, 2024

Files: SC-2023-000594 and  
SC-CC-2023-006141

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Johal v. Rig Master Group of Companies Ltd.*, 2024 BCCRT 46

B E T W E E N :

SUKHVIR SINGH JOHAL

**APPLICANT**

A N D :

RIG MASTER GROUP OF COMPANIES LTD.

**RESPONDENT**

A N D :

SUKHVIR SINGH JOHAL

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Christopher C. Rivers

## INTRODUCTION

1. These 2 disputes are about truck repairs.
2. Rig Master Group of Companies Ltd. (Rig Master) repaired Sukhvir Singh Johal's truck with replacement parts. Mr. Johal says his truck was not repaired properly, did not receive any new parts, and that he was overcharged for unneeded repairs. He claims \$4,024.47, which includes both a refund from Rig Master and damages for the time he was unable to use his truck.
3. Rig Master says it properly repaired Mr. Johal's truck and charged him a reasonable amount. It asks that I dismiss Mr. Johal's claim.
4. In its counterclaim, Rig Master says it loaned Mr. Johal a used slave cylinder from another customer to allow Mr. Johal's truck to return to the road. Rig Master says Mr. Johal has refused to return the slave cylinder, so must now pay to replace it. Rig Master also says it gave Mr. Johal a partial refund after Mr. Johal said he could source a cheaper Spicer-brand clutch. Rig Master says Mr. Johal never found a cheaper Spicer-brand clutch, but instead gave Rig Master a Paccar-brand clutch. Rig Master asks for the partial refund's return. In total, Rig Master claims \$787.89: \$453.35 to replace the borrowed part and \$334.54 for the partial refund.
5. Mr. Johal is self-represented. Rig Master is represented by its owner, Avi Uppal.
6. I have issued a single decision for these 2 linked disputes because they involve the same parties and I find they consist of a claim and counterclaim. For the reasons that follow, I dismiss Mr. Johal's claim and mostly allow Rig Master's claim.

## JURISDICTION AND PROCEDURE

7. 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.

8. 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. Some of the evidence in this dispute amounts to a “he said, he said” scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT’s process and found that oral hearings are not necessarily required where credibility is an issue.
9. 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.
10. 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.

## **ISSUES**

11. The issues in this dispute are:
  - a. Is Mr. Johal entitled to a refund for overcharging or deficient work, or for damages for loss of use of his truck?
  - b. Does Mr. Johal owe Rig Master for the replacement cost of a borrowed slave cylinder?

- c. Does Mr. Johal need to return the partial refund Rig Master gave him for the cost of a clutch?

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, each party, as applicant, must prove their 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 provide context for my decision.
13. Despite having the opportunity to do so, Mr. Johal did not submit any documentary evidence in response to Rig Master’s counterclaim. However, I note that this decision is about 2 linked disputes. I have relied on the evidence and arguments submitted in both disputes SC-2023-000594 and SC-CC-2023-006141 in coming to my decision.
14. On November 9, 2021, Mr. Johal took his commercial truck to Rig Master with complaints that the clutch master cylinder and slave cylinder were not holding pressure and the clutch pedal was sinking to the floor. Rig Master says it determined both cylinders were damaged and needed to be replaced.
15. Rig Master ordered new master and slave cylinders. It installed them on November 26, 2021. It charged Mr. Johal \$1,524.47, which included parts, labour, and an inspection. Mr. Johal paid Rig Master’s invoice.
16. On January 7, 2022, Mr. Johal returned to Rig Master with complaints about the clutch. Rig Master uninstalled and re-installed the cylinders and bled the clutch system to remove any potential air. It did not charge Mr. Johal for this work, and it required no new parts.
17. On February 2, 2022, Mr. Johal contacted Rig Master to say he had taken his truck to another facility as the clutch pedal was sinking to the floor again. Rig Master invited Mr. Johal to bring his truck back for diagnosis, which he did. Rig Master investigated and found each of the recently-replaced master and slave cylinders were damaged.

18. For a second time, Rig Master ordered replacement master and slave cylinders, which were under warranty. On February 25, 2022, Rig Master installed only the slave cylinder, as the master cylinder had not yet arrived. It did not charge Mr. Johal for this work.
19. On April 22, 2022, Mr. Johal brought his truck back to Rig Master, again complaining the clutch pedal was sinking to the floor. Rig Master found the slave cylinder was leaking. It determined the cause of the failed original and replacement cylinders was a larger issue - an aged and internally failed clutch.
20. Rig Master explained the issue to Mr. Johal and asked whether he wished to replace the clutch. Mr. Johal agreed. Rig Master ordered a new, OEM (original equipment manufacturer) Spicer-brand clutch and replaced the old clutch. Once it did so, Rig Master found the old clutch had damaged the most recently installed slave cylinder. This required Rig Master to replace the slave cylinder again, which it did on a temporary basis with a borrowed slave cylinder. I address this in greater detail below.
21. Rig Master charged Mr. Johal \$4,128.49 to replace the clutch, which Mr. Johal paid. Rig Master did not charge Mr. Johal for the borrowed slave cylinder or its installation.
22. On June 14, 2022, Rig Master received and installed the master cylinder it had ordered in February. It did not charge Mr. Johal for this work. This is apparently the last work Rig Master performed for Mr. Johal.

### ***Rig Master's Repairs***

23. As noted above, Mr. Johal alleges Rig Master overcharged him, performed unnecessary work, and did not use new parts in repairing his truck. He also claims damages for the time his truck was down for repair.
24. In general, matters outside of ordinary knowledge require expert evidence to prove. See: *Bergen v. Guliker*, 2015 BCCA 283. In this case, questions of whether Rig Master charged a reasonable amount or misdiagnosed the original issue with the cylinders and clutch are outside of ordinary knowledge.

25. The only evidence Mr. Johal provided was two photographs of parts he says are on his truck. He says they are photos of parts that had supposedly been replaced. However, he did not provide any information about when the photographs were taken, whether he had used the truck since the parts' replacement or what the photographs were intended to demonstrate. I do not know what specific parts the photographs show, and whether they are the borrowed, used part or not.
26. Mr. Johal provided no expert evidence to support his statement that Rig Master simply put back his own, old parts or to show that Rig Master's diagnosis or repairs were deficient or unnecessary. There are no quotes from other repair facilities to support Mr. Johal's contention that he was overcharged. He included no evidence to establish what income, if any, he lost from the use of his truck, or to show that his truck was not usable as a result of Rig Master's allegedly deficient or negligent diagnosis or repairs.
27. So, I find Mr. Johal has not proved his claims, and I dismiss them.

### ***Borrowed Slave Cylinder***

28. In April 2022, when replacing the clutch, Rig Master found there were no new slave cylinders available and no estimated date when they would become available again. Mr. Johal instructed Rig Master to try to find a used slave cylinder.
29. Rig Master says one of its other customers agreed to loan a slave cylinder to Mr. Johal to allow his truck to return to the road. Rig Master's April 26, 2022 timesheets show they uninstalled a slave cylinder from another party's truck and installed it on Mr. Johal's. Rig Master says it told Mr. Johal he would need to return the borrowed cylinder at some point.
30. Mr. Johal does not dispute Rig Master's statements about the borrowed cylinder. So, I find Mr. Johal knew he was using a borrowed slave cylinder. It follows that I find he necessarily agreed that he would have to return it at some point. So, I find the parties had an agreement that Mr. Johal would return the borrowed slave cylinder.

31. There is no communication in evidence until a Rig Master employee and Mr. Johal exchanged text messages on November 29 and December 1. While the text messages do not indicate a year, I infer from context they are 2022. At that time, the Rig Master employee summarized the work Rig Master had done and raised the need for Mr. Johal to return the borrowed part. Rig Master also addressed Mr. Johal's need to return the borrowed part in the December 13 email.
32. Mr. Johal's text messages do not address the borrowed part. There is no emailed response from Mr. Johal in evidence. He did not address this issue in his submissions.
33. So, I find he breached the parties' agreement that he would return the borrowed slave cylinder and must pay damages.
34. The appropriate remedy for breach of contract is damages, which are meant to put Rig Master in the position it would have been in if the contract had been carried out as agreed. See: *Water's Edge Resort Ltd. v. Canada (Attorney General)*, 2015 BCCA 319.
35. Rig Master claims \$453.35 for the cost of a replacement slave cylinder. However, it provided no evidence to support that price. The most recent evidence about the cost of a slave cylinder is an invoice from Rig Master's supplier dated February 16, 2022. It shows the cost of a slave cylinder is \$371.05. While this is the cost of a new cylinder, not a used cylinder, I note Rig Master was unable to purchase a used slave cylinder for Mr. Johal in the first place, which suggests they are not readily available. I also note Mr. Johal had the opportunity to return the borrowed part and did not do so. So, I order Mr. Johal to pay Rig Master damages of \$371.05.

### ***Partial Refund of Clutch Part***

36. Shortly after Rig Master installed the Spicer-brand clutch, Mr. Johal complained he had found the same clutch for a lower price at a different parts supplier. Rig Master says it allowed Mr. Johal to order the clutch from the supplier on Rig Master's account and gave him a refund for the difference in price. Handwritten notations on Rig

Master's clutch-replacement invoice show Rig Master reduced the clutch's price by \$334.54. A May 10, 2022 credit card receipt shows Rig Master paid a refund to Mr. Johal of \$334.54.

37. Rig Master says it told Mr. Johal the clutch he ordered had to be the exact same model and brand. However, when the clutch Mr. Johal ordered arrived, it was a Paccar-brand clutch, which Rig Master says is cheaper than Spicer-brand.
38. In a December 13, 2022 email, Rig Master raised the clutch brand issue to Mr. Johal. There is no emailed response from Mr. Johal in evidence, and Mr. Johal does not address Rig Master's submission.
39. I find the parties had an agreement that in exchange for the partial refund, Mr. Johal would provide Rig Master with the same part it had installed on his truck. When he did not provide the same part, Mr. Johal breached the agreement. So, I find Mr. Johal is not entitled to the partial refund Rig Master gave him. I order Mr. Johal to repay Rig Master \$334.54.

## ***Conclusion***

40. The *Court Order Interest Act* applies to the CRT. Rig Master is entitled to pre-judgment interest on its damages, from December 13, 2022 the date of the email raising the issues to Mr. Johal, to the date of this decision. This equals \$35.41.
41. 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 Rig Master is entitled to reimbursement of \$75 in paid CRT fees, and I dismiss Mr. Johal's claim for CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

42. Within 14 days of the date of this order, I order Mr. Johal to pay Rig Master a total of \$816, broken down as follows:



- a. \$705.59 as damages for breach of contract,
- b. \$35.41 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$75 in CRT fees.

43. Rig Master is entitled to post-judgment interest, as applicable.

44. I dismiss the parties' remaining claims.

45. 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.

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Christopher C. Rivers, Tribunal Member