



# Civil Resolution Tribunal

Date Issued: February 29, 2024

File: SC-2023-003349

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Tu v. A.S.A.P. Ventures Ltd.*, 2024 BCCRT 198

B E T W E E N :

YANNI TU

**APPLICANT**

A N D :

A.S.A.P. VENTURES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Micah Carmody

## INTRODUCTION

1. This dispute is about appliance repair. Yanni Tu hired A.S.A.P. Ventures Ltd. (ASAP) to repair a dryer in an apartment she rented to a tenant. She says she paid \$212 for

the initial service call and then \$522 for parts. Ms. Tu says ASAP failed to fix the dryer. She wants a \$734 refund.

2. ASAP says Ms. Tu prevented it from returning to complete repairs, so the parts and services are non-refundable. ASAP asks me to dismiss the claim.
3. Ms. Tu represents herself. ASAP is represented by an employee or principal. As I explain below, I dismiss Ms. Tu's claim.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. 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.
6. 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 court.

## **ISSUE**

7. The issue in this dispute is whether Ms. Tu is entitled to any refund of the \$734 she paid for dryer repair.

## EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Ms. Tu must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. The background facts are undisputed. On January 16, 2023, Ms. Tu booked a service call for her Whirlpool electric dryer with an ASAP technician. She paid the \$215.93 invoice in advance. The service fee specifically included 2 trips – the initial diagnosis trip and a return trip to repair – but did not include parts.
10. On January 24, 2023, ASAP's technician attended the apartment and observed that the dryer was unresponsive and had no power to it. The technician determined that the dryer needed a new control board and sent Ms. Tu an estimate. On February 7, 2023 Ms. Tu paid ASAP's \$522.08 invoice. ASAP then ordered the part. In total, Ms. Tu paid \$738.01, which is slightly more than she claims here, although nothing turns on this.
11. On February 28, 2023, an ASAP technician attended to install the control board. Ms. Tu says the technician did nothing, or at least did not fix the dryer. However, I accept ASAP's evidence that the technician installed the control board and then was able to test the unit. They then found the door lock had shorted out and needed replacement. This is confirmed in the technician's notes in an ASAP job report and in an email ASAP sent to Ms. Tu shortly after the installation. While Ms. Tu says ASAP refused to answer her calls and tell her what was going on, ASAP explained in an email that it declined her calls because staff were uncomfortable continuing to speak with Ms. Tu after they felt belittled on the phone. In any event, ASAP explained by email why the technician was unable to fix the dryer and that it needed to order a door lock. Ms. Tu declined to have ASAP install a new door lock and instead hired a different service provider.
12. I acknowledge Ms. Tu's submission that she paid \$522 for a part that is still in the box, presumably referring to the control board. However, I find it unlikely that a

technician would attend with a control board and not install it, and then be able to identify the door lock issue without power.

13. Is Ms. Tu entitled to any refund? In general, expert evidence is required to prove a professional's work was deficient or that it fell below a reasonably competent standard. The exceptions are where the work is obviously substandard, or the deficiency relates to something non-technical (see *Schellenberg v. Wawanesa Mutual Insurance Company*, 2019 BCSC 196 at paragraph 112). Ms. Tu says if ASAP did not know the real reason the dryer did not work, it should have told her. However, ASAP says there was no way to discover the door lock issue earlier because it needed power to diagnose it, and the control board supplies the power. I accept this common-sense explanation. Ms. Tu says another technician told her "no computer board was needed to repair." She relies on an audio recording of what I accept is another technician discussing her dryer. In the recording, she asked the technician why they thought ASAP told her to buy a new control board. The technician initially said they did not know, and then discussed a power switch and said the ASAP technician may have "assumed" something, but it is not clear what they think was assumed. There is no written statement from the technician providing more detail. There is only an invoice showing that the technician disposed of the dryer. I find this is insufficient to establish that a reasonable repair technician would not have replaced the control board. This means Ms. Tu has not shown that ASAP's work fell below a reasonably competent standard.
14. Ms. Tu was understandably unhappy to hear that her dryer needed another part after already spending \$738 on it. But that does not mean ASAP's work was not competent. Further, there is no evidence to support her assertion that ASAP told her that replacing the control board was guaranteed to fix her dryer. Such an assertion would have been contrary to the terms and conditions that Ms. Tu does not dispute accepting when she contracted with ASAP. Those terms and conditions say that ASAP cannot guarantee the completion of all repairs and that there may be additional fees if ASAP cannot repair the appliance in the 2 trips included in the original service fee.

15. In summary, Ms. Tu has not shown that ASAP was negligent or breached the parties' contract. As a result, I dismiss Ms. Tu's claims.

16. Neither party paid CRT fees or claims dispute-related expenses.

## **ORDER**

17. I dismiss Ms. Tu's claims and this dispute.

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Micah Carmody, Tribunal Member