



Civil Resolution Tribunal

Date Issued: August 1, 2024

File: SC-2023-006629

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bajwa v. Arvid's Automotive Repairs Ltd.*, 2024 BCCRT 740

B E T W E E N :

VARINDER SINGH BAJWA

APPLICANT

A N D :

ARVID'S AUTOMOTIVE REPAIRS LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. Varinder Singh Bajwa brought his vehicle to Arvid's Automotive Repairs Ltd. (AAR) for diagnosis and repair of an oil leak. Mr. Bajwa says AAR misdiagnosed the issue, leading to increased repair expenses. Mr. Bajwa claims a refund of AAR's repair invoice as well as additional expenses he says he incurred as a result.

2. AAR acknowledges that its initial repair did not fix Mr. Bajwa's oil leak. However, it says that Mr. Bajwa agreed to proceed with the initial repair as part of the diagnostic process, and decided not to proceed with any further repairs. AAR denies owing Mr. Bajwa any refund.
3. Mr. Bajwa is self-represented. AAR is represented by an authorized employee.
4. For the following reasons, I dismiss Mr. Bajwa's claims.

JURISDICTION AND PROCEDURE

5. 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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, neither party requested an oral hearing, and I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Considering the CRT's mandate that includes proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
7. 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.

Claim amount

8. In his Dispute Notice, Mr. Bajwa claimed a refund of the \$2,390.14 he paid AAR for the diagnosis and repair, as well as a \$75 registration fee for a loan he incurred to pay for the repair cost. In submissions, Mr. Bajwa increased his claim to \$6,293.18 to include additional loan expenses and interest, lost wages, cleaning expenses for oil stains on his driveway, and a refund of his vehicle insurance.

9. The purpose of the Dispute Notice is to define the issues and provide fair notice to the other party of the claims against them. I find it would be procedurally unfair for me to consider Mr. Bajwa's new expense claims at this late stage. While CRT rule 1.19(1) allows applicants to request amendments to a Dispute Notice, rule 1.19(3) says the CRT will not allow amendments during the CRT's decision stage except in extraordinary circumstances, which I find do not exist here. In any event, Mr. Bajwa's increased claim amount exceeds the CRT's small claims monetary limit of \$5,000. For these reasons, I decline to consider Mr. Bajwa's increased claim amount. Ultimately, nothing turns on this given my conclusions below.

ISSUE

10. The issue in this dispute is whether AAR misdiagnosed Mr. Bajwa's oil leak issue, and if so, whether Mr. Bajwa is entitled to his claimed damages.

EVIDENCE AND ANALYSIS

11. As the applicant in this civil proceeding, Mr. Bajwa must prove his 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.

Background

12. On March 29, 2023, Mr. Bajwa brought his vehicle to AAR and asked it to diagnose and repair an oil leak. AAR diagnosed the issue as a damaged engine valve cover gasket. Mr. Bajwa says that AAR later said that the valve cover itself was broken, so the repair would cost more than its original quote. However, Mr. Bajwa undisputedly agreed to the increased repair cost. Invoices in evidence show that Mr. Bajwa paid AAR a total of \$2,390.14 for the diagnosis and repair.
13. Mr. Bajwa says that the oil leak persisted after AAR's repair. In September 2023, he took the vehicle to a different repair shop, SNJ Auto Repair Ltd. (SNJ). SNJ

diagnosed the issue as a compromised vacuum pump seal, and replaced the vehicle's vacuum assembly, which I infer resolved the oil leak issue.

Did AAR misdiagnose Mr. Bajwa's oil leak issue?

14. Although he does not use this wording, I find Mr. Bajwa argues either that AAR breached its repair contract with him, or was negligent in performing the repairs. In contracts for professional or trade services, there is an implied term that the professional will perform the work to a reasonably competent standard.¹
15. In a negligence claim, the applicant must show that the respondent owed them a duty of care, the respondent breached the standard of care, the applicant sustained damage, and the damage was caused by the respondent's breach.²
16. As the party alleging deficient work, Mr. Bajwa bears the burden of proving that AAR failed to perform the repairs in a reasonably competent manner.³ Typically, expert evidence is required to show the applicable professional standard of care. This is because the standards of a particular industry are often outside an ordinary person's knowledge and experience. However, expert evidence is not required if the work is obviously substandard, or if the alleged deficiencies relate to something non-technical.⁴
17. While I accept that AAR's initial repair did not resolve the oil leak issue, I find this does not mean that AAR's work was obviously substandard. I find the cause of an oil leak is a technical issue, and expert evidence is required to establish the standard of care for diagnosing it.
18. Mr. Bajwa provided an invoice from SNJ, which says "Changed vacuum pump assembly due to oil leak from the seal previously installed." I do not accept this invoice as expert evidence, as it does not state the author's qualifications as required under

¹ *Belfor (Canada) Inc. v. Drescher*, 2021 BCSC 2403 at paragraph 18.

² *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27 at paragraph 3.

³ *Absolute Industries Ltd. v. Harris*, 2014 BCSC 287 at paragraph 61.

⁴ *Schellenberg v. Wawanese Mutual Insurance Company*, 2019 BCSC 196, affirmed 2020 BCCA 22, at paragraph 112.

the CRT's rules. In any event, I find this invoice does not say that AAR should have identified the vacuum pump seal issue, or that AAR's repair fell below a reasonable standard.

19. Mr. Bajwa did not provide any other documentary evidence to support his argument that AAR misdiagnosed the oil leak. However, Mr. Bajwa says that AAR assured him that the repair would fix the oil leak issue. AAR denies this, and says that it told Mr. Bajwa that repairing the valve cover was a first step in diagnosing the issue and that it would investigate further and provide a quote if the issue persisted.
20. Mr. Bajwa says he would not have agreed to pay for the repair without AAR's assurance that there would not be further leaks. I am not persuaded by this, as he has provided no evidence that AAR guaranteed the initial repair would be successful.
21. I also acknowledge Mr. Bajwa's submission that he asked AAR to perform an oil change after completing the repairs, using oil and a filter that he provided. Mr. Bajwa says, and AAR does not dispute, that it did not do so. However, Mr. Bajwa does not claim a specific remedy for AAR's failure to perform the oil change, and there is no evidence before me that AAR charged him for one. Further, Mr. Bajwa provided no evidence to show that performing an oil change after completing the repairs would have affected AAR's initial diagnosis.
22. Overall, I find Mr. Bajwa has not established that AAR breached its repair contract with him or negligently misdiagnosed the oil leak's cause. So, I find I do not need to address Mr. Bajwa's claimed damages. I dismiss Mr. Bajwa's claims.

CRT FEES AND EXPENSES

23. Under CRTA section 49 and the CRT Rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Here, Mr. Bajwa was unsuccessful, so I dismiss his claim for CRT fees. Neither party claimed dispute-related expenses.

ORDER

24. I dismiss Mr. Bajwa's claims and this dispute.

Alison Wake, Tribunal Member