

## COURT OF QUÉBEC

Small Claims Division

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
Civil Division

No: 500-32-122049-101

DATE: March 31, 2011

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**PRESIDED BY THE HONOURABLE HENRI RICHARD, J.C.Q.**

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**SLOBODAN LOVRENOVIC**  
Plaintiff

v.

**9179-9171 QUÉBEC INC.**  
(Centre Mécanique Allen-Ross)  
Defendant

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### JUDGMENT

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[1] Slobodan Lovrenovic claims from 9179-9171 Québec inc. (hereinafter «**Allen-Ross**») an amount of \$1,493.66 as refund for alleged useless repairs to his car.

[2] In its contestation, Allen-Ross pleads, in particular, that "the representatives of Defendant acted in accordance with their obligations and in good faith".

[3] Prior to October 1<sup>st</sup>, 2009, Mr Lovrenovic went to Allen-Ross at several occasions to have his car repaired.

[4] In September 2009, Mr Lovrenovic notices engine failures. Thus, he retains Allen-Ross' services to diagnose and repair his car, in order to avoid any other engine shut off.

[5] Allen-Ross' representative identifies a problem with the vacuum pump, which is replaced.

[6] Another problem is identified regarding the injection pump. Knowing that a dealer previously changed this pump, Mr Lovrenovic is told to return to said dealer in order to invoke the applicable warranty on the work then performed. From Marc Allen's testimony, Mr Lovrenovic refuses to go back to the dealer, alleging previous bad experience. Despite the fact that Mr Lovrenovic denies this advice from Mr Allen, the Court has no ground to set it aside.

[7] As it appears from the invoice P-1, it takes eight hours for Allen-Ross to diagnose and adjust the injection pump which is "retimed at 0", according to Marc Allen and Devon Ross. After a road test, Mr Lovrenovic's car reacts positively to the adjustments made.

[8] Despite the fact that Mr Lovrenovic finds expensive (\$1,717.53) the invoice P-1, dated October 1<sup>st</sup>, 2009, he accepts to pay it.

[9] A couple of days after said repairs and adjustments, Mr Lovrenovic's engine fails on numerous occasions. He requires Allen-Ross to guarantee the work performed on October 1<sup>st</sup> and to replace the injection pump. Allen-Ross refuses to replace the pump, unless Mr Lovrenovic pays for it.

[10] On October 22, 2009, Mr Lovrenovic sends a letter of demand asking Allen-Ross "to honour your guarantees, stand behind your work, and rectify this issue as soon as possible" (exhibit P-2).

[11] Having no response to the letter P-2, Mr Lovrenovic retains the services of a General Motor dealer who replaces the "fuel driver module" and accessory parts, on December 2009, for an amount of \$1,872 (exhibit P-3).

[12] With respect to Mr Lovrenovic's position, the Court finds no fault in Allen-Ross execution of its obligations towards him.

[13] There is no evidence supporting Mr Lovrenovic's demand for the reimbursement of the vacuum pump replaced and installed by Allen-Ross.

[14] As for the injection pump, the preponderant evidence shows that a problem is diagnosed and adjustments are made, resulting to its "retiming at 0". There is no ground for the Court to conclude that the work performed on October 1<sup>st</sup>, 2009 by Allen-Ross can be qualified as useless, defective, improper or illegal.

[15] Mr Lovrenovic's request to Allen-Ross to replace the injection pump for free is ill-founded, since no work is performed by Allen-Ross regarding this injection pump, save to diagnose a problem and adjust it.

[16] After carefully reviewing the evidence adduced, the Court concludes that Mr Lovrenovic do not succeed in establishing, by preponderant evidence, the merit of his claim that must be dismissed, but exercising its discretion, the Court do not impose any costs.

**THEREFORE, the Court:**

**DISMISSES** Mr Slobodan Lovrenovic's claim against 9179-9171 Québec inc. (Centre Mécanique Allen-Ross);

**THE WHOLE**, each party paying its own costs.

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Henri Richard, J.C.Q.

Date of hearing: March 21, 2011