

FAILED TO REPAIR

1 view

Skip to first unread message



MylaFord

<probatereg@sanilaccounty.net>

unread,

Sep 29, 2020, 2:24:33 PM



to MADCM

Good afternoon everyone.

I'm just looking for some feedback on a repair gone bad small claims case. Plaintiff took her car in for repair. Verbally quoted \$560. No estimate in writing. While starting repairs on her car, they find more to fix, so the mechanic verbally informed the plaintiff that she needed another part fixed. Total charge for everything is \$750.00.

One of the parts replaced was defective. Mechanic puts second part on, and it is also defective. Mechanic will not try the repair again. Mechanic offers plaintiff \$160.00 back. Old parts are already gone so mechanic can't just put her vehicle back in the condition it was.

She does not take the \$160. Instead, she sues in small claims for \$1846. She claims she paid \$1800 for the car, that it was worth \$2360 before all of this, but she had to sell it for \$800. Also claims she was without a vehicle for 5 weeks because of this.



jallmand

<jallmand@86thdistrictcourt.org>

unread,

Sep 29, 2020, 2:42:25 PM



to madcm@googlegroups.com

What was the evidence presented regarding the "defective part" ? Who's fault that part not work.... was it a recall or a known issue with that part on that car? If Mechanic was right, it was broken, he replaced with two new parts, also defective. He did his part. Him refusing to try again appears that he recognized it was the car, not the part. Was the defective part a dangerous item to have broken on the car? it would seem so if she was out 5 weeks bc of

issue.. but it would be a windfall for her to claim full value of the car and she could have mitigated her damages by taking money and trying to have another mechanic fix same.

main question is why did that part depreciate the value so drastically ?????? and if so, than logically it was worth that reduced amount when she first brought it to the defendant bc already there.....

just my two cents



--

You received this message because you are subscribed to the Google Groups "MADCM" group.

To unsubscribe from this group and stop receiving emails from it, send an email to madcm+un...@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/madcm/6c8829a3-6fa8-439c-9b35-52bf49da840dn%40googlegroups.com>.



Elisha Fink

<finke@washtenaw.org>

unread,

Sep 29, 2020, 3:36:05 PM



to madcm@googlegroups.com

I don't think the mechanic can be responsible for her not having a car for 5 weeks. I don't think the mechanic is responsible for the depreciation on her vehicle. Mechanic would only be responsible for what he actually did or didn't do.

From: 'Jessica Allmand' via MADCM [mailto:ma...@googlegroups.com]

Sent: Tuesday, September 29, 2020 2:41 PM

To: ma...@googlegroups.com

Subject: Re: FAILED TO REPAIR

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



To view this discussion on the web
visit <https://groups.google.com/d/msgid/madcm/CA%2BnUxNt4qiPSumuzqCJTnSgishHQqCqy%3D7JjrGG6df5MAuxy1A%40mail.gmail.com>.



MylaFord
<probatereg@sanilacounty.net>
unread,
Sep 29, 2020, 4:31:15 PM



to madcm@googlegroups.com

No evidence yet. Hearing is tomorrow. She is not claiming the defendant is at fault for the defective part. I don't have any information on it being a recall. I agree with you that the mechanic did his part. I think he was fair to offer the plaintiff \$160 of her money back. But, would you consider the fact that he did not put the estimate in writing, which is required under the vehicle service and repair act? Car is undriveable without the part--something to do with the steering.

Myla L. Ford
Probate Register
District Court Attorney Magistrate
Sanilac County Probate Court
60 West Sanilac Avenue, Room 213
Sandusky, MI 48471
[810-648-3221 x 8162](tel:810-648-3221)
[810-648-2900](tel:810-648-2900) - Fax
proba...@sanilacounty.net

CONFIDENTIALITY NOTICE: This email, and any files transmitted with it, is confidential and is solely for an intended recipient. If you are not the intended recipient, **you are hereby notified that any dissemination of this communication is strictly prohibited**. If you have received this email in error, please immediately notify the sender and delete the email.

From: "'Jessica Allmand' via MADCM" <ma...@googlegroups.com>
Sent: 9/29/20 2:42 PM

To: ma...@googlegroups.com
Subject: Re: FAILED TO REPAIR



You received this message because you are subscribed to a topic in the Google Groups "MADCM" group. To unsubscribe from this topic, visit <https://groups.google.com/d/topic/madcm/cHD3xSfxXFE/unsubscribe>. To unsubscribe from this group and all its topics, send an email to madcm+un...@googlegroups.com. To view this discussion on the web visit <https://groups.google.com/d/msgid/madcm/CA%2BnUxNt4qiPSumuzqCJTnSgishHQqCqy%3D7JjrGG6df5MAuxy1A%40mail.gmail.com>.



jbpahl0824
 <jbpahl0824@gmail.com>
 unread,
 Sep 29, 2020, 4:46:25 PM



to MADCM

Read thru the motor vehicle repair act. I am typing from memory, but seem to recall the mechanic needs to give a written estimate before repairs and is required to retain old parts for customer inspection. Make sure the mechanic is licensed also. I would see a lot of these cases and it turned out the mechanic was not licensed. The Consumer Protection Act also applies.

Jim
 55th

Virus-free. www.avast.com



To view this discussion on the web
 visit <https://groups.google.com/d/msgid/madcm/60cd8afe918a410baffed74748428c74%40sa nilaccounty.net>.



J Patrick Brennan
 <jbrennan@ferndalecourt.com>
 unread,
 Sep 29, 2020, 6:22:23 PM



to madcm@googlegroups.com

I'm not sure I understand the facts but if plaintiff paid \$750, I would return \$190. (\$750-\$560).oo based upon warranty of purpose or use. She's only entitled to money damages in small claims therefore no award for diminished value and no award for being without the vehicle. This is akin to a request for pain and suffering in a small claims suit. James is right that the mechanic (or the shop) is required to be licensed. I just wouldn't over think it. It not a bar question. Besides if I wrong, I can be appealed. Lol ☐

Sent from my iPad

On Sep 29, 2020, at 4:31 PM, Myla L. Ford <proba...@sanilaccounty.net> wrote:



To view this discussion on the web

visit <https://groups.google.com/d/msgid/madcm/60cd8afe918a410baffed74748428c74%40sanilaccounty.net>.



hazeljholly

<hazeljholly@gmail.com>

unread,

Sep 29, 2020, 7:28:29 PM



to madcm@googlegroups.com

Myla, I think the fact that the estimate was verbal is a non issue if plaintiff agreed to the estimated work and price. She only deserves to be compensated to the position she was in prior to the repairs. If one repair worked and was paid for, no problem. If the second repair was also needed but unsuccessful due to defendants acts, plaintiff should be reimbursed for the cost of that repair only. She's not entitled to replace the vehicle or for rental car or lost work etc. That's just the cost of everyday life and not the fault of the defendant. Further compensation would require a written agreement specifying a time for completion. Hope this helps.



To view this discussion on the web

visit <https://groups.google.com/d/msgid/madcm/60cd8afe918a410baffed74748428c74%40sanilaccounty.net>.



MylaFord

<probatereg@sanilaccounty.net>

unread,

Sep 30, 2020, 8:10:36 AM



to madcm@googlegroups.com

Awesome feedback. Thank you everyone!

Myla L. Ford
Probate Register
District Court Attorney Magistrate
Sanilac County Probate Court
60 West Sanilac Avenue, Room 213
Sandusky, MI 48471
[810-648-3221 x 8162](tel:810-648-3221)
[810-648-2900](tel:810-648-2900) - Fax
proba...@sanilacounty.net

CONFIDENTIALITY NOTICE: This email, and any files transmitted with it, is confidential and is solely for an intended recipient. If you are not the intended recipient, **you are hereby notified that any dissemination of this communication is strictly prohibited.** If you have received this email in error, please immediately notify the sender and delete the email.

From: J Patrick Brennan <jbren...@ferndalecourt.com>
Sent: 9/29/20 6:22 PM

To: ma...@googlegroups.com
Subject: Re: FAILED TO REPAIR

I'm not sure I understand the facts but if plaintiff paid \$750, I would return \$190. (\$750-\$560).oo based upon warranty of purpose or use. She's only entitled to money damages in small claims therefore no award for diminished value and no award for being without the vehicle. This is akin to a request for pain and suffering in a small claims suit. James is right that the mechanic (or the shop) is required to be licensed. I just wouldn't over think it. It not a bar question. Besides if I wrong, I can be appealed. Lol ☐

Sent from my iPad

On Sep 29, 2020, at 4:31 PM, Myla L. Ford & I t;proba...@sanilacounty.net> wrote:

No evidence yet. Hearing is tomorrow. She is not claiming the defendant is at fault for the defective part. I don't have any information on it being a recall. I agree with you that the mechanic did his part. I think he was fair to offer the plaintiff \$160 of her money back. But, would you consider the fact that he did not put the estimate in writing, which is required under the vehicle service and repair act? Car is undriveable without the part--something to do with the steering.

Myla L. Ford
Probate Register
District Court Attorney Magistrate
Sanilac County Probate Court
60 West Sanilac Avenue, Room 213
Sandusky, MI 48471
810- 648-3221 x 8162
[810-648-2900](tel:810-648-2900) - Fax
proba...@sanilacounty.net

CONFIDENTIALITY NOTICE: This email, and any files transmitted with it, is confidential and is solely for an intended recipient. If you are not the intended recipient, **you are hereby notified that any dissemination of this communication is strictly prohibited.** If you have received this email in error, please immediately notify the sender and delete the email.

From: "'Jessica Allmand' via MADCM" <ma...@googlegroups.com>
Sent: 9/29/20 2:42 PM

To: ma...@googlegroups.com

Subject: Re: FAILED TO REPAIR

What was the evidence presented regarding the "defective part"? Who's fault that part not work... was it a recall or a known issue with that part on that car? If Mechanic was right, it was broken, he replaced with two new parts, also defective. He did his part. Him refusing to try again appears that he recognized it was the car, not the part. Was the defective part a dangerous item to have broken on the car? it would seem so if she was out 5 weeks bc of issue.. but it would be a windfall for her to claim full value of the car and she could have mitigated her damages by taking money and trying to have another mechanic fix same.

main question is why did that part depreciate the value so drastically ?????? and if so, than logically it was worth that reduced amount when she first brought it to the defendant bc already there.....

just my two cents

On Tue, Sep 29, 2020 at 2:24 PM MylaFord <proba...@sanilaccounty.net> wrote:

Good afternoon everyone.

I'm just looking for some feedback on a repair gone bad small claims case. Plaintiff took her car in for repair. Verbally quoted \$560. No estimate in writing. While starting repairs on her car, they find more to fix, so the mechanic verbally informed the plaintiff that she needed another part fixed. Total charge for everything is \$750.00.

One of the parts replaced was defective. Mechanic puts second part on, and it is also defective. Mechanic will not try the repair again. Mechanic offers plaintiff \$160.00 back. Old parts are already gone so mechanic can't just put her vehicle back in the condition it was.

She does not take the \$160. Instead, she sues in small claims for \$1846. She claims she paid \$1800 for the car, that it was worth \$2360 before all of this, but she had to sell it for \$800. Also claims she was without a vehicle for 5 weeks because of this.

--

You received this message because you are subscribed to the Google Groups "MADCM" group.

To unsubscribe from this group and stop receiving emails from it, send an email

to madcm+un...@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/madcm/6c8829a3-6fa8-439c-9b35-52bf49da840dn%40googlegroups.com>.

--

You received this message because you are subscribed to a topic in the Google Groups "MADCM" group.

To unsubscribe from this topic, visit <https://groups.google.com/d/topic/madcm/cHD3xSfxXFE/unsubscribe>.

To unsubscribe from this group and all its topics, send an email to madcm+un...@googlegroups.com .

To view this discussion on the web

visit <https://groups.google.com/d/msgid/madcm/CA%2BnUxNt4qiPSumuzqCJTnSgishHQqCqy%3D7JjrGG6df5MAuxy1A%40mail.gmail.com>.

--

You received this message because you are subscribed to the Google Groups "MADCM" group.

To unsubscribe from this group and stop receiving emails from it, send an email

to madcm+un...@googlegroups.com.

To view this discussion on the web

visit <https://groups.google.com/d/msgid/madcm/60cd8afe918a410baffed74748428c74%40sanilaccounty.net>.

--

You received this message because you are subscribed to a topic in the Google Groups "MADCM" group. To unsubscribe from this topic, visit <https://groups.google.com/d/topic/madcm/cHD3xSfxXFE/unsubscribe>. To unsubscribe from this group and all its topics, send an email to madcm+un...@googlegroups.com. To view this discussion on the web visit <https://groups.google.com/d/msgid/madcm/77DA2E35-8676-4132-BAC6-9B9327E3B8BA%40fermdalecourt.com>.



MylaFord

<probatereg@sanilacounty.net>

unread,

Sep 30, 2020, 8:12:15 AM



to madcm@googlegroups.com
Yes, very helpful.

Myla L. Ford
Probate Register
District Court Attorney Magistrate
Sanilac County Probate Court
60 West Sanilac Avenue, Room 213
Sandusky, MI 48471
[810-648-3221](tel:810-648-3221) x 8162
[810-648-2900](tel:810-648-2900) - Fax
proba...@sanilacounty.net

CONFIDENTIALITY NOTICE: This email, and any files transmitted with it, is confidential and is solely for an intended recipient. If you are not the intended recipient, **you are hereby notified that any dissemination of this communication is strictly prohibited**. If you have received this email in error, please immediately notify the sender and delete the email.

From: Hazel Holly <hazel...@gmail.com>
Sent: 9/29/20 7:28 PM



To view this discussion on the web visit https://groups.google.com/d/msgid/madcm/CAMvW-NzioMGZX0eTbMLz_quD_y8rQuKe6285dPvWuhpAPzfoLA%40mail.gmail.com.

Reply all

Reply to author

Forward