

In the matter of an Arbitration pursuant to the Canadian Motor Vehicle Arbitration Plan  
("CAMVAP")

Between:

Brian Davis

("Consumer(s)")

-and-

Porsche Cars Canada Ltd.

("Manufacturer")

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**FINAL AWARD**

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**Appearances:**

**For the Consumer:** Brian Davis

**For the Manufacturer:** Sarah Smith (Legal Counsel for the  
Manufacturer)

Jean Paul Farag (Senior Manager External  
Affairs/ Customer Relations)

Witness - Mike Mal (Manager, Product  
Quality and ePerformance)

**Arbitrator:** Emile Ramlochan

**Hearing Date(s):** April 28, 2026

**Hearing Location:** In-Person Hearing conducted in the City of Toronto,  
Province of Ontario

**Award Date:** May 11, 2026

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**Vehicle Details:**

VIN: WP0BB2Y18SA73171 (the "Vehicle")

Make and Model: 2025 Porsche Taycan Standard

In Service Date: 2024-08-26

Date of Purchase: 2024-08-26

Kilometres at Hearing: 21, 000 Kms

**Role of the Arbitrator under the *Agreement for Arbitration*:**

As provided for under the *Agreement for Arbitration* (the “Agreement”) the Arbitrator can order:

- that the Manufacturer repair the vehicle at an authorized dealer at its expense,
- that the Manufacturer make a complete or partial refund for repairs to the vehicle where the repairs are part of the claim,
- that the Manufacturer buy back the vehicle in accordance with the formulas as set out in the Agreement for Arbitration and/or
- that the manufacturer refund expenses:
  - where diagnostic testing of the vehicle was completed prior to the date of the hearing an amount up to \$500 based on documented expenses,
  - a refund of reasonable and documented expenses not exceeding \$1,000 incurred before the date of the hearing for vehicle rentals, accommodation, towing taxis and weigh scale fees, and/ or
  - an amount not to exceed \$100 for documented expenses incurred with a summons to witness or a subpoena issued with respect to the claim.
  - an amount not to exceed \$200 for the removal and/or reinstallation of an Aftermarket Part that was removed pursuant to section 5.5 where the Arbitrator has determined the Claim or allegation was not an Aftermarket Part(s) Issue.

In addition, the Arbitrator may also determine in whole or in part that:

- the Manufacturer has no liability for the claim,
- the claim is not eligible for arbitration, or
- the Arbitrator has no jurisdiction to hear the matter.

**FINAL AWARD**

The Consumer and Manufacturer have given me the responsibility and authority to decide their dispute under the CAMVAP program.

**Eligibility:**

- Prior to hearing, the Manufacturer did question whether the Consumer met the CAMVAP criteria. Following an Eligibility Hearing conducted on March 16, 2026, and for reasons detailed within my *Reasons for Decision on Eligibility* dated March 16, 2026, I ruled that the Consumer’s application was eligible for the CAMVAP program.
- At the hearing the Manufacturer did not question whether the Consumer met the CAMVAP criteria.

Prior to the hearing, the Arbitration Specialist was asked to make a determination in an Aftermarket Parts Issue dispute. As a result:

The Consumer was not required to remove the following Aftermarket Part(s) to proceed to a hearing.

The Consumer was required to remove the following Aftermarket Part(s) to proceed to a hearing. The removal took place in accordance with section 5.6.3.2 of the Agreement for Arbitration.

The Arbitration Specialist did not make a determination about whether the claim (or any part of it) is about an Aftermarket Part(s) Issue in accordance with section 5.6.5 of the Agreement for Arbitration.

Prior to the hearing, the Manufacturer questioned whether the Consumer met the CAMVAP criteria.

**Preliminary Issues:**

The Consumer and Manufacturer did not ask me to decide any preliminary questions in this arbitration.

The Consumer did ask me to decide three (3) preliminary questions in this arbitration related to late disclosure. These are as follows:

1. The Consumer requested that I limit the scope of the Manufacturer's witness testimony to those issues detailed in the CAMVAP application and to the documentation it had already disclosed (a screen shot of the 2026 Taycan configurator) as the name, title, and purpose of the Manufacturer's intended witness was not disclosed within ten (10) days pursuant to subsections 8.5 and 7.5.1.3 of the Agreement;
2. The Consumer requested that, as the Manufacturer did not give notice of the attendance of its legal counsel pursuant to section 7.5.2 of the Agreement, that a ruling is made confirming this had been properly satisfied as of the date of the hearing;
3. The Consumer made a request that any new documents that were not disclosed pursuant to the terms and conditions of the Agreement be excluded.

The Manufacturer did not object and agreed to these preliminary requests. These three requests were granted.

Other: I raised one (1) preliminary issue.

Both parties filed documentation within ten (10) of the hearing, contrary to section 8.5 of the Agreement. I sought submissions from the parties on how they would like these late documents dealt with during the hearing by either being included, excluded or in another manner suggested by the Parties themselves. After hearing submissions from the Parties and, that they consented to the inclusion of the late disclosure from each other, I ruled to include all late disclosure filings made by each Party.

The Consumer filed on April 21, 2026, an email dated April 21, 2026, that had been sent to two CAMVAP administrators raising issues outlined in the previous section. The Manufacturer filed a document entitled “Porsche Summary of Hearing Defense – CAMVAP Claim # 2126325 (Davis)” on April 21, 2026. Both parties filed these documents seven (7) days before the hearing of April 28, 2026.

Section 8.5 of the Agreement provides that unless there are extenuating circumstances, parties must exchange documents and information at least ten (10) days prior to the hearing date. Section 7.1.1. of the Agreement provides that the hearing will be conducted by the Arbitrator in the manner that is most appropriate.

As the parties did not contest the late exchange of documents of the other, and notwithstanding that there were no extenuating circumstances to consider, I ruled to admit the late disclosure finding that there would be negligible prejudice to either party, or the integrity of the arbitration process by including the late disclosure which I found appropriate to ensure a fair hearing.

**Background & Question(s) to Decide:**

The Consumer has made an application to the CAMVAP Program to resolve the following allegation:

- (i) The battery within the vehicle underperforms by charging at a rate of 9.6 kw rather than the required 11 kw rate.

The Consumer asked for:

- A buy-back without a reduction for use
- A buy-back with a reduction for use
- Repairs to the vehicle.
- A refund in the amount of \$ \_\_\_ for the cost of repairs.
- A refund in the amount of \$ \_\_\_ for expenses for a rental vehicle.
- A refund in the amount of \$ \_\_\_ for expenses for removal and/or reinstallation of an Aftermarket Part.

The Manufacturer asked for:

- An order dismissing the Consumer’s claim
- Other

The Manufacturer made a request for the Claim to be dismissed on the grounds that the performance deficiency alleged by the Consumer is a defect in design and therefore, falls outside of the CAMVAP jurisdiction.

**Vehicle Inspection at the Hearing:**

- The Consumer, the Manufacturer and I did not inspect the Vehicle at the Arbitration.

The vehicle was not inspected at the hearing because, after hearing submissions from the Parties on this issue, I determined (and rendered an oral ruling at the hearing), that the alleged defect related to the performance of the vehicle's battery charging rate could not be assessed by the type of vehicle inspection conducted at a CAMVAP hearing.

This determination, combined with the consensus reached between the parties that the Vehicle battery was capable of being charged at the 9.6 kw rate and not the 11 kw rate, I determined that a vehicle inspection would not yield any new and meaningful information that could contribute to deciding this case on its merits. I also determined that the absence of an inspection at the hearing would not prejudice either party, nor undermine the integrity of the arbitration process for these same reasons. What follows is that an inspection was not completed at the hearing as it would not provide any new and meaningful evidence of probative value.

The Consumer, the Manufacturer and I did inspect the Vehicle at the Arbitration. The results of the inspection/test drive are listed on the Vehicle Inspection Form ("VIF") that is attached to this award.

Additional Comments:

**Buy Back Requirements:**

Not applicable

The Vehicle is eligible for a buy-back under section 6.1.1 of the Agreement for Arbitration because it has traveled no more than 60,000 kilometers and been in service no more than 36 months at the time of the hearing.

The Vehicle is not eligible for a buy-back under section 6.1.1 of the Agreement for Arbitration because at the time of the hearing it:

Has traveled more than 60,000 kilometers; and/or

Has been in service more than 36 months.

The Vehicle is an owned vehicle and is eligible to have all or part of the deduction for use waived because both of these conditions are met:

1. The vehicle has been in service for less than 365 days from its in-service date at the time the completed application was received by the Provincial Administrator; and
2. The vehicle has travelled less than 25,000 kilometers at the time of the of the CAMVAP hearing.

**Buy-Back Calculation at the Hearing:**

Using the kilometers on the vehicle at the date of the hearing, the buy-back calculation was completed with the Consumer and the Manufacturer. The buy-back calculation form is attached to this award. The mileage of the Vehicle at the time of the hearing was used and

verified by the Parties at the hearing using the Manufacturer's mobile application installed on the Consumer's mobile device and the Manufacturer's computer, both of which were available at the hearing.

The Consumer and Manufacturer agreed that the buy-back price would be \$230, 513.84.

including a reduction for use, in the event that I order a buy-back.

excluding a reduction for use, in the amount of \_\_\_\_\_.

The Consumer and Manufacturer did not agree to the calculated buy-back price prior to the hearing.

This is an owned vehicle and:

there are no outstanding liens on the vehicle as at the date of the hearing.

there is an outstanding lien on the vehicle as of the date the CAMVAP application was filed in the amount of \_\_\_\_\_ in favour of \_\_\_\_\_.

This is a leased vehicle and:

there are no arrears of lease payments as at the date of the hearing;

there are arrears of lease payments as at the date of the hearing in the amount of \$ \_\_\_\_\_.

**Technical Inspection:**

No technical inspection was made of this vehicle.

At the hearing, I indicated that I would not order a Technical Inspection as the Parties agreed that a Technical Inspection would not yield any new, nor relevant information that could facilitate the resolution of the dispute between the parties.

A technical inspection was made of the vehicle on \_\_\_\_\_. Each party received a copy of the Technical Inspector's report and a chance to make written comments.

**Merits of the Case:**

The parties dispute whether the vehicle presents with a "Current Defect" or a "defect in the design" of the Vehicle and whether CAMVAP has jurisdiction over the dispute between the parties.

THEREFORE, THE REMAINING QUESTION(S) FOR ME TO DECIDE IS/ARE

**Issue 1: Does the Consumer’s vehicle present with a “Current Defect” which supports an Order for the Manufacturer to Buy Back the Vehicle pursuant to section 6.1 of the Agreement, or for an Order to Repair the Vehicle at an Authorized Dealer pursuant to section 6.2 of the Agreement?**

**A. OVERVIEW**

1. There is no dispute between the parties that the charging capacity of the Consumer’s vehicle is limited to 9.6 kw. There is also no dispute that the charging capacity of the Vehicle had been promoted and publicized to charge at a rate of 11 kw when the Consumer purchased the vehicle.
2. The Parties dispute whether the actual 9.6 kw charging capacity reflects a “Current Defect” or a “defect in the design” of the Vehicle pursuant to the terms and conditions of the Agreement.

**B. DETERMINATIONS**

1. For reasons set out below, I find that the Vehicle presents with a “Current Defect” as provided for in subsection 4.2.2. of the Agreement. I also find that the evidence supports an Order for the Manufacturer to Buy Back the Vehicle pursuant to section 6.1 of the Agreement.

**Relevant sections of the Agreement**

1. The relevant sections of the Agreement are the following:

**4.2 Disputes Which Can be Arbitrated**

You can arbitrate disputes relating to:

[...]

- 4.2.2. **Allegations of a Current Defect in Vehicle Assembly or Materials** specific to Your Vehicle as delivered by the Manufacturer to an Authorized Dealer. [Emphasis added]

**4.4. Disputes Which Cannot be Arbitrated**

You cannot arbitrate disputes:

[...]

- 4.4.2. Involving Claims or allegations of a **defect in the design of Your Vehicle** or the **design of any of the Materials of Your Vehicle**; [Emphasis added]

4.43. Involving Claims for consequential or incidental damages, loss of profits, **inconvenience**, loss of use or availability of Your Vehicle, or punitive damages, other than as specified in Section 6.3.2.

## 18 KEY TERMS

[...]

### 18.11 Current Defect

A defect in Your Vehicle that You allege:

(i) is **currently causing symptoms in Your Vehicle**; and

(ii) **has not been repaired properly**.

**A defect in the design of Your Vehicle or in the design of any Materials is not a Current Defect.** [Emphasis added]

2. As with all CAMVAP applications, the onus rests on the Consumer to prove his allegations on a balance of probabilities.

#### Consumer's Evidence

3. The Consumer submits that the vehicle does not charge at the 11 kw rate as it is supposed to but instead at a rate of 9.6 kw. The shortfall of 1.4 kw had not been repaired by the Manufacturer, and as the Vehicle continues to show symptoms of undercharging, a "Current Defect" exists. In support of this position, the Consumer led the following evidence: (i) technical specifications published by the Manufacturer; and (ii) sample charging data for the Vehicle and a 1<sup>st</sup> generation 2020 model year of the same vehicle owned by the Consumer that had been charged using the same home charging system.
4. The first type of evidence led was technical specifications of the Vehicle. This data was provided to the Consumer by a salesperson employed by the dealership before he made the purchase. Also led were copies of the Manufacturer's global press kit, data captured in the Manufacturer's online configurator from 2024 through to 2025, and technical information stored in the Manufacturer's Finder Listings which contains VIN-specific information about individual vehicles, all of which identifies the charging rate to be 11 kw. In the Consumer's view, the technical specification captured in these written materials establishes that the charging rate for the Vehicle is 11 kw and not 9.6 kw, as there is no reference to the latter.
5. The Manufacturer does not contest the technical specifications detailed in this material but disputes the Consumer's interpretation. In the Manufacturer's view, the charging specifications are not a guarantee of the Vehicle's charging rate as various factors can impact maximum charging rates. Furthermore, charging times are displayed in these

materials at various charging rates and does not constitute a guarantee of minimum or maximum rates of charge. Therefore, in the Manufacturer's view, the Consumer's interpretation is incorrect.

6. The second type of evidence led by the Consumer was sample charging data collected from his home charging station as it charged the subject Vehicle and while charging a 2020 model vehicle of the same product line that he owns (i.e. a 2020 Taycan). The Consumer testified that this data shows that from October 6, 2025, through to December 19, 2025, the 2020 Taycan charged at a maximum rate of approximately 11 kw while the subject vehicle charged at a maximum rate of 9.6 kw using the same charging station. In his view this demonstrates that the undercharging performance of the Vehicle cannot be attributed to the home charging station but to a defective Vehicle.
7. The Manufacturer disputes this view by submitting that the 2020 Taycan is designed to charge "up to 11 kw" while the subject Vehicle is designed to charge at a rate of no greater than 9.6 kw, which explains the Consumer's sample data. This difference does not reflect a defect but how the two vehicles were designed.
8. In summary, based on the foregoing, the Consumer is of the view that the Vehicle presents with a "Current Defect" as defined in subsection 4.2.2. of the Agreement due to its undercharging performance at a rate of 9.6 kw instead of the 11 kw rate it is meant to charge at.

#### Manufacturer's evidence

9. The Manufacturer asserts that the Consumer's application should be dismissed on three grounds. First, the Vehicle does not present with a "Current Defect" but a "defect in design" and, secondly, the Consumer's application is based on the inconvenience he experiences charging the Vehicle, both of which are exclusion criteria under the terms and conditions of the Agreement. Thirdly, the differential charge rate is attributable to the Consumer's use of a Third-Party Home charging system which is unrelated to the Vehicle and therefore, is not subject to warranty coverage.

#### *The Vehicle's Design Defect*

10. The Manufacturer called the Manager of Product Quality and ePerformance as a witness. He testified that the Vehicle does not present with a defect and that any observable differences in charging rate is attributable to the way the Vehicle was designed. Further variation is also attributable to the 3<sup>rd</sup> party home charging product being used by the Consumer.
11. In support of this view, the witness led me to a screen shot of the technical specifications for the Vehicle. This was taken from the Manufacturer's website (Porsche.ca) on December 15, 2025. From this screenshot he testified that the charging rate for the Vehicle was designed to be 9.6 kw, not 11 kw as the Consumer believes. The witness also testified that some of the Manufacturer's published materials may have been inaccurate by identifying 11 kw as a charging rate, however, the technical specifications published on its website confirms that the subject Vehicle was designed to charge at a rate of 9.6 kw not 11 kw.

Therefore, any charging shortfall reflects how the Vehicle was designed and not a defect in assembly or materials.

12. The Consumer contests this evidence by submitting that the screenshot led by the Manufacturer was taken well after he ordered and took delivery of the Vehicle and therefore, does not reflect the characteristics of his specific Vehicle. All material published contemporaneously with his purchase and delivery identifying 11 kw as the charging rate applies to the subject vehicle. In his view, the Manufacturer cannot retroactively apply different characteristics to a vehicle after it was ordered, built, and delivered to a customer.
13. In response to questions posed to the witness regarding the published materials led as evidence by the Consumer which identifies the charging rate for the vehicle to be 11 kw, the witness testified that as vehicles are manufactured in Germany and shipped all over the world, the Manufacturer cannot predict which global market a particular vehicle will be sold in. As such, the marketing and promotional material may not accurately reflect the actual product sold in a specific market. This, in the witness' view, establishes that the charging differential observed by the Consumer is not a reflection of a "Current Defect" but due to misinformation he was provided and relied on when he made his purchase.
14. The Consumer contested this part of the witness' evidence on four grounds. First, the VIN-specific disclosure provided through the "My Porsche app" for his specific VIN identified his "On-Board AC Charger with up to 11 kW charging power" as standard equipment for his specific vehicle. This, in his view, reflects the charging capability of the Vehicle as built. If the 9.6 kw charging rate was a design specification, it would have been applied uniformly across the entire product line, which would have included the subject Vehicle, which it did not as confirmed by its own marketing material published contemporaneously when the Vehicle was promoted, ordered, built, and delivered to him.
15. Secondly, the Manufacturer's design evidence is inconsistent with the outcome of their own internal investigation of October 2025 when the Manufacturer attributed the charging deficit to "*individual software versions*". There was no mention of a "design defect".
16. Thirdly, the Manufacturer's "design defect" position lacks credibility as it was only raised for the first time in the context of the CAMVAP application, specifically, at the arbitration's eligibility challenge hearing. If this was the true reason for the charging shortfall, this would have been raised early in the investigation of the complaint he made directly with the Manufacturer in October 2025 when the shortfall was attributed to "*individual software versions*".
17. Fourthly, the uniform inclusion of a charging rate of 9.6 kw in all 2025 Taycan's vehicles reflects a systematic failure of production to meet the 11 kw specification as outlined in its own published material by making the same error on every vehicle which, in the Consumer's view, is a defect in assembly and materials, not a "defect in the design" of the Vehicle.
18. Taking the above into consideration, the Manufacturer is of the view that the Vehicle does not present with a "Current Defect" as defined in section 4.2.2. of the Agreement but

exhibits characteristics based on how it was designed, which precludes the Consumer's application under section 4.4.2. and 18.11 of the Agreement.

#### *Inconvenience*

19. The Manufacturer submits that the Consumer's claim is based on the inconvenience the charging rate had caused him as detailed in Part 4 of his Merits Presentation and therefore, is ineligible for CAMVAP arbitration under section 4.4.3 of the Agreement.
20. The Consumer contests this part of the Manufacturer's defense as the inclusion of this information was to illustrate the impact the Vehicle's defect had on him and was not a ground for his CAMVAP application.

#### *Use of a Third-Party Home Charging system*

21. The witness also testified that the differential rate of charging is attributable, in part, to a 3<sup>rd</sup> party home charging product.
22. The Consumer contests this evidence citing the charging data for his 2020 and 2025 Taycan which shows that his home charging system can charge his 2020 Taycan at a rate of approximately 11 kw, while the subject Vehicle is capped at 9.6 kw. The Consumer also contests this evidence by stating that the Manufacturer was invited to attend his residence to inspect the home charging system and verify their concerns themselves, which the Manufacturer declined to do.

#### Findings

23. I find that the Vehicle presents with a "Current Defect" as defined in sections 4.2.2. and 18.11 of the Agreement. This "Current Defect" is an undercharging of the Vehicle at a rate of 9.6 kw when the Vehicle was designed to charge at a rate of 11 kw. The "Current Defect" results in a charging shortfall of 1.4 kw.
24. For the reasons set out below, I accept the Consumer's testimony and find it credible and reliable when applied against established criteria for evaluating the credibility and reliability of witness evidence (see *Pitts and Director of Family Benefits Branch of the Ministry of Community & Social Services*, [1985] OJ No 2578 at para 32 [*"Pitts"*]). The court in *Pitts* established the following criteria to guide administrative decision makers in the assessment of witness credibility and reliability: (i) the witness' ability to observe the events; (ii) the witness' ability to recall the events; (iii) whether the witness has an interest in the outcome that may cloud their recollection of events; (iv) whether the witness evidence is plausible/reasonable; (v) the internal consistency of the evidence with other evidence led by the witness; and (vi) the external consistency of the evidence with other evidence led during the proceedings.
25. As the user of the Vehicle, the Consumer was able to directly observe the symptoms with which the Vehicle presented and had an accurate recollection of the charging performance of his vehicle. His oral testimony was internally consistent with the uncontested documentary evidence he led and was externally consistent with that of the Manufacturer's witness (specifically, that the Vehicle charged at 9.6 kw instead of 11 kw). Furthermore,

his testimony about his understanding that there was a defect in the charging system was plausible and reasonable. What follows is that I have attached significant weight to the Consumer's evidence as I find it credible and reliable pursuant to the criteria set out in *Pitts*.

26. For the reasons set out below, I place negligible weight on the Manufacturer's evidence. I find some parts of the evidence inadmissible, and other parts either irrelevant or of negligible probative value.
27. I find the Manufacturer's witness testimony alleging that the Vehicle's symptoms are a "defect in design" inadmissible and therefore, have attached no weight to that part of the witness' evidence. Pursuant to the criteria set out in the jurisprudence for determining the admissibility of expert opinion evidence (see *White Burgess Langille Inman v Abott and Haliburton Co. 2015 SCC 23* ["*Abbot*"]) the Manufacturer's witness, Mike Mall, although knowledgeable about the subject Vehicle's charging system, was not a properly qualified expert and, as a high level employee of the Manufacturer, he lacked impartiality and independence.
28. As a preliminary issue, Counsel for the Manufacturer agreed beforehand to limit the witness testimony to the issues detailed in the CAMVAP application and to the documentation it had properly disclosed according to the terms of the Agreement, which consisted of a screenshot of the 2026 Taycan configurator. This was reinforced during the hearing after I sustained an objection from the Consumer when the witness began to provide testimony that exceeded the scope of what he was permitted to provide evidence about. There was no request by Counsel for the Manufacturer to qualify the witness as an expert such that he would be permitted to offer opinion evidence. There was no opportunity to conduct a *voir dire*. There was no determination of the specific subject area he had expertise in, how he acquired that expertise, and whether his expertise is linked to the specific issue in question, which would have been the design of the Vehicle charging system. Furthermore, the Manufacturer did not lead any evidence to show how its witness was impartial and independent notwithstanding that he was a high-level employee.
29. In order for the witness to be permitted to provide an expert opinion about the Vehicle's charging system and to opine and conclude that the symptoms reflect a "defect in design", he must have met the criteria established in *Abbot* to qualify him as an expert such that he could be permitted to give independent, impartial and objective expert opinion about the vehicle design as it specifically pertains to the facts of the case, which would have been provided with a view to providing assistance to the decision maker. As the witness was not qualified as an expert, I am unable to admit his opinion evidence that the charging rate of 9.6 kw is a "defect in design". He was not permitted, nor qualified to provide that kind of opinion evidence, nor to draw conclusions as his testimony had about how the Vehicle was designed.
30. At best, his testimony establishes how the Manufacturer views the Vehicle's charging system, which was not the issue before this proceeding and, as such, was not relevant. As that part of his testimony yielded limited probative value, I have attached nominal weight to it.

31. I attach nominal weight to the Manufacturer's view that the application is based on the inconvenience the Consumer experiences, which is an exclusion criterion for the CAMVAP program. Taking a holistic view of all the evidence led at the hearing, I find that the sole issue supporting the application was the undercharging of his vehicle which predated the Consumer's CAMVAP application. The Consumer's evidence regarding the inconvenience he experienced reflects the impact it had on him and was not the reason for his application such that section 4.4.3 of the Agreement could be applied to exclude and dismiss the application from the CAMVAP program. This part of the Manufacturer's defense cannot succeed.
32. Finally, I have attached nominal weight to the Manufacturer's evidence and submission that the differential charging rates are attributable to a Third-Party Home Charging system as the uncontested evidence led at the hearing demonstrates the charging system was capable of charging to a capacity of 11 kw, which illustrates that its failure to do so with the subject Vehicle cannot, on a balance of probabilities, be attributed to the charging capacity of the Third Party Charging system. Further limiting the weight attached to the Manufacturer's evidence on this point was its failure to inspect the home charging system when invited by the Consumer to do so, which left the Manufacturer without any evidence to support their view on this point.
33. In summary, considering all the evidence presented by the parties as well as their submissions, and in light of my findings above, I find on the balance of probabilities that the subject Vehicle presents with a "Current Defect" pertaining to the Vehicle's charging system which limits its charging to 9.6 kw instead of the required 11 kw the technical specification indicated it was supposed to have met. This defect continued to cause symptoms of the Vehicle undercharging that persisted through to the date of the hearing and had not been properly repaired which meets the criteria of "Current Defect" as defined in subsection 18.11 of the Agreement.
34. As the evidence led at the hearing that the "Current Defect" pertains to, on a balance of probabilities, a defect in Vehicle Assembly or Materials specific to the Vehicle as delivered to the Consumer after first being delivered to an Authorized Dealer by the Manufacturer as provided for under section 4.2.2. of the Agreement, I find that the dispute is arbitrable.

#### Remedy

35. The Consumer requested two remedies in their CAMVAP application: (i) an Order for the Manufacturer to Buy-back the vehicle pursuant to section 6.1 of the Agreement; and (ii) an Order to Repair the Vehicle at an Authorized Dealer pursuant to section 6.2 of the Agreement.
36. As the Manufacturer indicated at the Eligibility Hearing of March 16, 2026 that a repair was not available to correct the defect, and the Manufacturer did not lead any evidence at the Merits Hearing of April 28, 2026 of the availability of a repair remedy, I am not in a position to order that the Manufacturer repair the defect. Therefore, an Order for the Manufacturer to Buy Back the Vehicle pursuant to section 6.1 of the Agreement will follow.

**Order:**

The Manufacturer shall buy back the Vehicle at a price of \$230, 513.84. The buy back shall take place in accordance with section 6.1.5 of the Agreement for Arbitration, and I shall remain responsible for this case until the buy back is completed.

Dated this 11<sup>th</sup> day of May, 2026

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**Emile Ramlochan** [he/him]

CAMVAP Arbitrator