



Civil Resolution Tribunal

Date Issued: March 18, 2019

File: SC-2018-001661

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Saul v. Renwick Ventures Inc.*, 2019 BCCRT 334

B E T W E E N :

Grant Saul

APPLICANT

A N D :

Renwick Ventures Inc. and Round Hill Enterprises Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about a car lease.
2. The applicant Grant Saul leased a Toyota Tacoma (Tacoma) from the respondent Renwick Ventures Inc. (Renwick) in 2012. The applicant paid \$15,000 with payments of \$263.36 per month, at a 4.9% interest rate, for a 60-month lease term.

He says Renwick did not properly inform him of his options for financing the lease. The applicant claims that he would have received \$5,500 back at the end of his lease, had he leased on different terms that Renwick did not tell him about. The applicant claims \$5,000 in reimbursement for monies he says he should not have had to pay under the lease.

3. Renwick says it explained leasing and financing options in detail to the applicant. Renwick says it would have emphasized that, over the course of a lease, leasing costs more than financing. Renwick says it told the applicant about the impact of the size of downpayment on the Tacoma, and of the options to buy out the lease to keep the Tacoma, sell it to a third party or return the car less any reconditioning and mileage charges. Renwick asks that the dispute be dismissed.
4. The applicant is self-represented. The respondent is represented by principal or employee Calvin Renwick.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act*. The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, this dispute amounts to a "he said, she said" scenario with both sides calling into question the credibility of the other. Credibility of witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In the

circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me.

7. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. I decided to hear this dispute through written submissions.
8. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to do or stop doing something;
 - b. order a party to pay money;
 - c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

10. The issue in this dispute is whether Renwick is liable to the applicant for failing to offer him different lease terms for his Tacoma.

EVIDENCE AND ANALYSIS

11. In 2012, the applicant leased a Tacoma from Renwick.
12. As there was no contrary evidence, I find that Renwick's was a member in good standing of the Vehicle Sales Authority of BC when it leased the Tacoma to the applicant.

13. The applicant entered a lease on terms where he paid \$15,000.00 down and had monthly payments of \$263.36 per month at an interest rate of 4.9%.
14. The applicant says that he brought this dispute because he was not offered the option to provide 10 payments of \$550 dollars at once, for a total of \$5,500 dollars. Toyota calls this a multiple security deposit option. The applicant says it would have lowered his interest rate by 1.5% compared to the lease agreement he entered. However, Renwick says, and I accept, that in fact this option would only have lowered the interest rate to 3.4% (a lease rate reduction of 1.5%, not a rate reduction to 1.5%). I make this finding because Renwick was in the business of selling and leasing cars.
15. Renwick submits, and I accept, that under the multiple security deposit lease, the difference at the end of a 60-month term would have been only \$833, not the \$5,500 the applicant says he would have received if he had entered into that type of lease. As well, under that lease the applicant's monthly payments would have been higher during the term of the lease.
16. The applicant says the respondent should have provided him with the written details of three possible lease or purchase offers:
 - a. financing the Tacoma, including down payment;
 - b. a lease including down payment;
 - c. the option with multiple security deposits, including down payment.
17. On January 22, 2018, the applicant sold the Tacoma to a car dealer for \$28,000, though he received only a portion of the sale proceeds because he owed some money to Toyota Credit.
18. The *Business Practices and Consumer Protection Act* requires that terms and consumer costs under a lease be disclosed to someone who is going to enter a lease. The evidence shows that the applicant was given this information about the lease that he was about to enter. Section 171 of the BPCPA states the Provincial

Court has jurisdiction over proceedings to recover damages for failure to comply with it. As such, I cannot award damages under the BPCPA even if a breach had been proven.

19. In terms of the applicant's claim otherwise, I cannot find that he has met the burden of proving, on a balance of probabilities, that Renwick should have done something differently. There was no evidence that he misunderstood the terms of the lease he was offered. He accepted that lease. There is no basis upon which Renwick would have been required to detail all available leasing options for him. It is not open to him to recover from Renwick on the sole basis that he believes a better deal might have been available.
20. Given that I have dismissed the applicant's claims, it follows that the applicant cannot recover against the respondent Round Hill Enterprises Inc., who purchased Renwick subsequent to the events giving rise to this dispute.
21. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As the applicant was unsuccessful, I find he is not entitled to reimbursement for tribunal fees or dispute-related expenses.

ORDER

22. I dismiss the applicant's claims and his dispute.

Julie K. Gibson, Tribunal Member