



Civil Resolution Tribunal

Date Issued: May 2, 2019

File: SC-2018-006833

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Beaugie v. Everguard Fire Equipment Inc.*, 2019 BCCRT 522

B E T W E E N :

Mark Beaugie

APPLICANT

A N D :

Everguard Fire Equipment Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This is a dispute about a “sea-can” storage container. The applicant, Mark Beaugie, says he owns the container and provided the use of it to the respondent, Everguard Fire Equipment Inc., in lieu of payment of rent. He seeks an order for the return of the container and for damages of \$3,688.00. The respondent disagrees with the applicant’s position.

2. The applicant is self-represented. The respondent is represented by an employee.

JURISDICTION AND PROCEDURE

3. 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* (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.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
5. 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.
6. Under tribunal rule 9.3(2), 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

7. The issues in this dispute are:

- a. whether the respondent should pay the applicant \$2,688.00 and return the container to him;
- b. whether the respondent should pay to the applicant \$700.00 as retroactive rent for the use of the container between March and September of 2018;
- c. whether the respondent should pay the applicant \$300.00 for towing services.

EVIDENCE AND ANALYSIS

8. In a civil dispute such as this, an applicant bears the burden of proof on a balance of probabilities. The parties provided submissions and evidence in support of their respective positions. While I have considered all of this information, I will refer to only that which is necessary to provide context to my decision.
9. The applicant says that he started work with a company called W.C.F.P. Holdings Inc., dba Western Canada Fire Protection (WCFP) in May of 2015. In July of 2015, the applicant says he rented some of WCFP's warehouse space for use by himself and his business. In March of 2016, the applicant purchased a sea-can storage container. He says he provided this container to WCFP for its use in lieu of rent for the time period of July 1, 2015 to March 31, 2016.
10. In February of 2018, the applicant ended his employment with WCFP and made attempts to retrieve the container. On 2 occasions the applicant sent a towing company to pick up the container, but the WCFP declined to release it. The applicant seeks the return of his container, \$2,688.00 for the value of the container, \$700 in retroactive rent from March to September of 2018, and \$300 in towing charges.
11. The respondent says that the applicant did work for WCFP and that it rented storage space for the applicant and WCFP to share. The respondent says that the applicant never paid his rent, and "instead of cash gave us a c-can". The respondent says that it owns the container, and denies that it is responsible for the damages claimed by the applicant. The respondent says that, had the applicant

made his rent payments, he would have paid more than the declared value of the storage container.

12. Neither party explained why WCFP was not named as a party to this dispute or whether there is a relationship between the named respondent or WCFP (although the respondent's submissions and the fact that the respondent and WCFP have the same address suggest that there is). The respondent says that it employed the applicant, and admits that it was involved in some way with the applicant's rental agreement. Given my determination regarding the applicant's claim, I find that nothing turns on the identification of the parties.
13. There appears to be no dispute that the applicant agreed to rent some warehouse space, although it is not clear whether this agreement was reduced to writing or verbal in nature. The evidence before me contains invoices from the landlord to WCFP showing the amount of the entire rental. It also contains invoices from WCFP to "AB Auto Electric" and "Mark" at a rate of \$300 per month, plus taxes. An invoice dated March 31, 2016 says "c can exchanged for rent" in the amount of \$2,520.00, and shows a credit to the applicant in that amount. A cheque was issued from WCFP to the applicant on March 31, 2016 in the amount of \$288, which the respondent says is the difference between the rent owed and the container cost as reported by the applicant.
14. A screenshot of a May 14, 2018 text message in which an unidentified individual stated "I found this receipt that we got the c-can for the back rent I don't understand why it would be a lease". The applicant says this statement and the respondent's comment in the Dispute Response that "[a]t no time was there ever a lease agreement or a "use" agreement" show that the respondent has "no legal agreement and no legal ownership" of the container. While these statements do not support the presence of a lease, I do not agree that they demonstrate a lack of legal ownership.
15. I find it to be significant that the applicant received a cheque from WCFP for the difference between his outstanding rent and the container cost. This is more

consistent with a trade of the container for the outstanding rental amount (as characterized by the respondent), rather than a loan or temporary use situation. Based on the totality of the evidence, I find that the circumstances are more suggestive of the WCFP or the respondent taking ownership of the container.

16. I find that the applicant has not proved that the container was provided to the respondent on a temporary basis. Accordingly, I dismiss his claims for damages or the return of the container.

17. 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. As the applicant was unsuccessful, I dismiss his claim for reimbursement of tribunal fees.

ORDER

18. I dismiss the applicant's claims and this dispute.

Lynn Scrivener, Tribunal Member