



# Civil Resolution Tribunal

Date Issued: March 13, 2020

File: SC-2019-007413

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Econo U-Store-It Inc. v. SLA Industries Inc.*, 2020 BCCRT 300

B E T W E E N :

ECONO U-STORE-IT INC.

**APPLICANT**

A N D :

SLA INDUSTRIES INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about a shipping container (container) that the applicant, Econo U-Store-It Inc., rented to the respondent, SLA Industries Inc. The applicant says the respondent breached the parties' contract when it relocated the shipping container

from Campbell River, BC to Edmonton, Alberta and refused to return it. The applicant seeks \$4,480, which is what it says is the container's replacement value.

2. The respondent filed a Dispute Response at the outset of this proceeding, saying the rented container was "very old" and admits that when the respondent's job was done its crew loaded the container and had it sent to Edmonton.
3. The parties are each represented by someone I infer is either an employee or principal.

## **JURISDICTION AND PROCEDURE**

4. 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* (CRTA). 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.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me.
6. 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.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## **ISSUE**

8. Did the respondent fail to return the applicant's shipping container as required, and if so, is the applicant entitled to the claimed \$4,480 for the container's replacement?

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant must prove its claim, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.
10. At the outset, I note only the respondent provided evidence, and only the applicant provided submissions, despite both parties being given the opportunity to provide both evidence and submissions.
11. The applicant submits that on October 24, 2017 the respondent entered into an agreement for a "Movable Storage Container TGH311". The applicant argues that section 9 of the contract says the container may not be moved from the point of delivery and address on the contract, except with the applicant's authorization that it says was not given. Based on the respondent's filed Dispute Response, it acknowledges it moved the container from the delivery address to Edmonton. However, I do not have the contract and so I cannot determine if that was prohibited under the parties' agreement. The applicant also says the respondent initialed a contract term that said a breach of section 9 would result in the respondent being charged for the container's full replacement value. Again, I do not have the contract.
12. I find the applicant has failed to prove its claim, given its failure to provide a copy of the contract it relies on. The tribunal staff asked the parties for evidence, sent an email reminder to both, and then sent another email directly to the applicant seeking its evidence. The applicant chose not to provide any, despite tribunal staff telling parties that if the matter does not resolve they must provide all relevant evidence.
13. Without the contract, I cannot conclude the respondent breached any contractual term by taking the container to Edmonton. The applicant also says the respondent

stopped paying rent on the container and in its submissions says it also seeks \$701.28 for rental arrears. However, I do not have a claim for rent arrears properly before me and so I make no findings about it.

14. I also cannot establish the claimed \$4,480 value of the “refurbished 20’ seaworthy” container, which the respondent stated in its Dispute Response was “very old” and used. I have no photos of the container. I have no quotes or invoice from the applicant for its value, though I do have advertisements submitted by the respondent showing used containers selling for between \$1,899 and \$2,900. The applicant says these values are not comparable, because its container was located in Campbell River and was “seaworthy”. In any event, the respondent’s comparable valuation evidence does not establish an obligation for it to pay the applicant for the container’s replacement value.
15. Next, the applicant says in the alternative it seeks an order that the respondent return the container. First, such an order would be an order for specific performance (an order to do something), which I find would be inappropriate here since compensation would be a sufficient remedy if the applicant had otherwise proven its claim. Second, the applicant has not proved the respondent has breached the contract by taking the container to Edmonton.
16. Given the applicant’s failure to prove its claim, I dismiss it. Under the CRTA and the tribunal’s rules, as the applicant was unsuccessful I find it is not entitled to reimbursement of paid tribunal fees. No dispute-related expenses were claimed.

## **ORDER**

17. I order the applicant’s claims, and this dispute, dismissed.

---

Shelley Lopez, Vice Chair