



Civil Resolution Tribunal

Date Issued: July 8, 2022

File: SC-2021-007526

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Budial v. Enterprise Rent-A-Car Canada Company/La Compagnie de Location D'Autos Enterprise Canada, 2022 BCCRT 788*

B E T W E E N :

JASBIR BUDIAL

APPLICANT

A N D :

ENTERPRISE RENT-A-CAR CANADA COMPANY/LA COMPAGNIE
DE LOCATION D'AUTOS ENTERPRISE CANADA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about liability for vehicle repairs. The applicant, Jasbir Budial, says he rented a RAV4 SUV from the respondent, Enterprise Rent-A-Car Canada Company/La Compagnie de Location D'Autos Enterprise Canada (Enterprise). Mr.

Budial alleges that the vehicle suddenly broke down and Enterprise wrongfully charged him for towing, repairs, and other related charges. He claims \$1,761.13 as reimbursement for the vehicle-related charges and \$145.93 as reimbursement for staying at a hotel due to the breakdown.

2. Enterprise says that it investigated and now intends to reimburse Mr. Budial \$1,761.13. It also agrees to reimburse him for the hotel stay.
3. Mr. Budial represents himself. An employee or principal represents Enterprise.
4. For the reasons that follow, I find Mr. Budial has proven his claims and make the orders set out below.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Enterprise must reimburse Mr. Budial \$1,761.13 for towing, repair, and other costs plus hotel stay costs of \$145.93.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Budial must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and arguments that I find relevant to provide context for my decision. I note that Enterprise chose not to provide submissions or evidence though it had the opportunity to do so. I have relied on Enterprise's filed Dispute Response to determine its positions on the issues.
11. I begin with the undisputed background. In September 2021, Mr. Budial entered into a rental agreement with Enterprise for the RAV4 rental vehicle. The agreement is partially documented in a "Rental Agreement Summary". The summary says that other terms and conditions, documented elsewhere, apply. These other terms and conditions are not in evidence.
12. The parties' submissions on what happened next are largely consistent with each other. Mr. Budial provided slightly different dates, but I find Enterprise's timeline is supported by the evidence and use it below. In any event, little turns on the exact timing of events, given the parties' agreement on what happened.
13. Mr. Budial picked up the vehicle on September 5, 2021. The vehicle then broken down on the evening of September 6, 2021, in Revelstoke, BC. He called Enterprise for roadside assistance. Enterprise towed the vehicle to a dealership that night or the

next day. Enterprise also sent Mr. Budial a replacement vehicle the next day on September 7, 2021.

14. The dealership examined the vehicle. It initially found trace amounts of diesel fuel in the engine. It determined that someone had added diesel to the fuel tank, causing the engine to stall. Enterprise phoned Mr. Budial on September 8, 2021, to advise him of these initial findings. It then charged Mr. Budial's credit card \$1,761.13 on September 10, 2021. Enterprise says this consists of \$500 for a damage deposit, \$909 for towing costs, and \$352.13 for rental costs under the rental agreement.
15. Enterprise subsequently took the vehicle to another dealership for a second opinion. The second dealership concluded that the RAV4 suffered from a mechanical failure unrelated to any fuel contamination.

Should I order Enterprise to reimburse Mr. Budial \$1,761.13 for towing, repair, and other costs plus hotel stay costs of \$145.93?

16. The parties agree that Enterprise should refund Mr. Budial \$1,761.13. There is no indication Enterprise has paid this amount yet or otherwise reversed the credit card charge. So, I order Enterprise to pay Mr. Budial \$1,761.13.
17. Mr. Budial says he had to stay an extra day in Revelstoke because Enterprise's car broke down. He says this cost \$145.93. He provided a credit card statement that shows he paid \$473.80 for a 3-night stay. Enterprise does not dispute this claim and agrees to pay it. There is no indication that it has paid the claimed amount, so I order Enterprise to pay Mr. Budial \$145.93 as well.
18. The *Court Order Interest Act* applies to the CRT. Mr. Budial is entitled to pre-judgment interest on the sum of \$1,761.13 and \$145.93 from the dates of September 10 and 9, 2021, respectively. These are the transaction dates shown on Mr. Budial's credit card statement. The total interest equals \$7.08.
19. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable

dispute-related expenses. Enterprise says that Mr. Budial needlessly started this dispute. However, Enterprise did not pay Mr. Budial's claims even though it agreed with them. So, I find it appropriate to follow the general rule. I find Mr. Budial is entitled to reimbursement of \$125 in CRT fees. No parties claimed for any specific dispute-related expenses.

ORDERS

20. Within 14 days of the date of this order, I order Enterprise to pay Mr. Budial a total of \$2,039.14, broken down as follows:

- a. \$1,761.13 as reimbursement for towing, repair, and other costs,
- b. \$145.93 as reimbursement for hotel stay costs,
- c. \$7.08 in pre-judgment interest under the *Court Order Interest Act*, and
- d. \$125 in CRT fees.

21. Mr. Budial is entitled to post-judgment interest, as applicable.

22. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

David Jiang, Tribunal Member