



# Civil Resolution Tribunal

Date Issued: July 19, 2022

File: SC-2022-000283

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Moto Transportation Services Corp. v. Leeward International Trading Ltd.*,  
2022 BCCRT 824

BETWEEN:

MOTO TRANSPORTATION SERVICES CORP.

**APPLICANT**

AND:

LEEWARD INTERNATIONAL TRADING LTD.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about shipping charges. The respondent, Leeward International Trading Ltd. (Leeward), which does business as Super Cabinet World, hired the applicant, Moto Transportation Services Corp. (Moto), to transport its cabinets to a

customer. Moto says the cabinets took up more space in the truck than initially quoted, and that Leeward refuses to pay the increased price difference. Moto seeks payment of its outstanding invoice balance of \$1,436.37, plus a \$30 fee its bank charged. Leeward says the shipment was the same size as quoted and that it does not owe anything further.

2. Moto is represented by an employee. Leeward is represented by its owner, Tony Chen.

## **JURISDICTION AND PROCEDURE**

3. 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that 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.

6. 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**

7. The issue in this dispute is whether Leeward owes \$1,466.37 for unpaid shipping charges and a bank fee.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant Moto must prove its claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
9. The background facts are largely undisputed. Leeward contacted Moto by email on April 5, 2021 for a quote to move cabinets from British Columbia to Manitoba. Mr. Chen provided exact specifications for 2 pallets and 4 “loose” pieces. Mr. Chen later increased the shipment to 2 pallets and 6 loose pieces. Moto quoted \$811.26 including tax for the updated shipment, which Leeward paid on April 26, 2021.
10. Moto, through its agent Vitran, picked up the shipment from Leeward on April 20, 2021. There are 2 copies of the bill of lading in evidence, one with shipment measurements written on it and one without. Leeward says its copy does not have shipment measurements and the measurements were improperly added later in order to charge Leeward more. Moto does not address this submission specifically, but says that both copies of the bill of lading note that the shipment was labeled a “non stackable product”. Moto says non-stackable products take up more space in the trailer, therefore cost more money to ship. Moto says its initial quote was based on a stackable shipment, which Leeward does not dispute. In fact, Leeward says it never told Moto its shipment could not be stacked. Leeward does not argue non-stackable

products are more expensive to ship, just that its product was stackable, so the higher price should not apply to its shipment.

11. The problem for Leeward is that both copies of the bill of lading state the shipment was “non stackable”, and directly underneath that notation is Mr. Chen’s name and signature. Mr. Chen’s signature is also found in another location on the bill of lading. Although Mr. Chen argues he did not read the bill of lading when he signed it as it was “normal procedure” to just sign it, I find his signature directly under the “non stackable product” notation shows, on balance, he likely saw the notation and agreed with it. So, I find the shipment took up more space in the trailer as Moto says, resulting in a higher charge to Leeward.
12. Moto says the shipment’s actual cost was \$2,247.63. Taking off the \$811.26 Leeward undisputedly paid, this left a balance owing of \$1,436.37. As a good faith gesture, Moto says it discounted this amount to \$1,292.15 and charged the balance to Leeward’s credit card on file. Leeward disputed this charge, which was ultimately reversed by its credit card company. Moto says it was charged a \$30 fee for this charge reversal. In this dispute Moto seeks the full \$1,436.37 balance plus reimbursement of the \$30 fee. Leeward does not particularly dispute the non-stackable shipping fee.
13. However, Moto did not submit an updated invoice for the shipment. It did submit the invoice it paid Vitran for the work, which totaled \$1,904.01. So, I find the only evidence of the increased shipment cost is Vitran’s invoice. I find Moto has only proven it is entitled to payment for the difference between Vitran’s invoice and what Leeward has already paid, for a total of \$1,092.75 (\$1,904.01 minus \$811.26). I find Leeward must pay this amount.
14. As for the credit card fee, Moto did not provide any supporting evidence it was charged this fee or the amount, so I decline to order reimbursement of it.

15. The *Court Order Interest Act* applies to the CRT. Moto is entitled to pre-judgment interest on the \$1,092.75. Calculated from April 26, 2021, the date the rest of the invoice was paid, this totals \$6.77.
16. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Moto was generally successful, I find it is entitled to reimbursement of \$125 in tribunal fees. Neither party claimed dispute-related expenses.

## ORDERS

17. Within 30 days of the date of this decision, I order the respondent, Leeward International Trading Ltd., to pay the applicant, Moto Transportation Services Corp., a total of \$1,224.52, broken down as follows:
  - a. \$1,092.75 for unpaid transportation services,
  - b. \$6.77 in pre-judgment interest under the *Court Order Interest Act*,
  - c. \$125 in tribunal fees.
18. Moto is also entitled to post-judgment interest, as applicable.
19. 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.

---

Andrea Ritchie, Vice Chair