



# Civil Resolution Tribunal

Date Issued: November 1, 2022

File: SC-2022-001403

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Greene v. 1064299 BC Ltd.*, 2022 BCCRT 1193

BETWEEN:

STACEY GREENE

**APPLICANT**

AND:

1064299 B.C. LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

### INTRODUCTION

1. This dispute is about alleged double charges. The respondent company, 1064299 BC Ltd. (106), loaned the applicant, Stacey Greene, \$5,000 with Ms. Greene's 2016 Jeep Cherokee as collateral. Ms. Greene undisputedly defaulted on her loan payments and 106 repossessed the Jeep. Ms. Greene says 106 overcharged her for various things when it repossessed the car, and initially claimed \$4,800 as

compensation. However, in her submissions she lowered the amount claimed to \$1,819.

2. 106 says it was entitled to repossess the Jeep given Ms. Greene's default, and denies overcharging her at all.
3. Ms. Greene represents herself. 106 is represented by an employee.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. 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.
6. 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.
7. 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**

8. The issue in this dispute is whether 106 overcharged Ms. Greene such that she is entitled to a refund of \$1,819.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant Ms. Greene must prove her 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.
10. The following facts are undisputed. On September 3, 2019, Ms. Greene borrowed \$5,000 from 106 and used her Jeep as collateral. From November 2021 to February 2022, Ms. Greene did not make her loan payments and so was in default. On February 21, 2022, 106 repossessed the Jeep.
11. It appears Ms. Greene later paid 106 any outstanding default amount, plus repossession charges, and took back possession of the vehicle. The exact amount Ms. Greene ultimately paid, and when, is unclear. In any event, Ms. Greene says 106 overcharged for the following:
  - a. \$480 for storage fees,
  - b. \$560 for a GPS fee,
  - c. \$234 for a redemption fee which she says was charged twice,
  - d. \$270 for towing which she says was charged twice, and
  - e. \$275 for registration and tracing which she says was charged twice.
12. This totals \$1,819, the amount Ms. Greene now claims in this dispute.

13. Although the specific amount Ms. Greene ultimately paid is unclear, 106 does not deny Ms. Greene paid the above amounts. However, it says it was entitled to charge those amounts based on the parties' contract, and denies any double charges.
14. The September 3, 2019 loan agreement signed by Ms. Greene says that upon default, the borrower (Ms. Greene) would be responsible for all 106's costs to collect the outstanding loan balance and the collateral (the Jeep).
15. For the \$480 in storage fees, Ms. Greene says the fees were incurred by 106's delay in releasing the vehicle back to her. In contrast, 106 says it was required to hold the Jeep in an undisclosed location until released. It also provided emails showing its prompt replies to Ms. Greene, despite her argument that she had to wait several days to hear from 106. On balance, I find Ms. Greene has not proven any delay by 106, and I find the storage fees were reasonably charged based on the parties' agreement.
16. For the \$560 GPS fee, the parties had a separate "Customer Agreement and Disclosure Statement for Installation of GPS Device" (the GPS agreement), also dated September 3, 2019. The GPS agreement says the GPS installed on the Jeep further to the loan agreement belongs to 106, and if Ms. Greene loses, disables, damages, or destroys the GPS, or if the GPS is not returned on completion of the loan, there is a \$500 fee. The GPS agreement states that installation of the tracking system is a condition of the parties' loan.
17. The GPS was undisputedly disabled when 106 repossessed the Jeep. Ms. Greene says she had to disconnect it because it was causing battery issues with her vehicle, which 106 was aware of. 106 says Ms. Greene failed to reconnect to the GPS because she was evading repossession while in default. I find Ms. Greene knew of the requirement to keep the GPS functioning and failed to do so. Even if Ms. Greene had battery issues, which were apparently fixed, I find she was still contractually obligated to have the GPS working. I find she breached the GPS agreement by keeping the GPS disabled. So, I find 106 was entitled to charge Ms. Greene the \$500 fee pursuant to the GPS agreement (\$560 including tax).

18. Ms. Greene says the redemption fee (\$234), towing charges (\$270), and registration and tracing charges (\$275) were all double charged. I disagree. The February 25, 2022 invoice in evidence shows Ms. Greene was charged each of the items just once. There is no evidence Ms. Greene paid anything other than the amount listed in the February 25, 2022 invoice. On balance, I find Ms. Greene has not proven these items were charged twice, so I find she is not entitled to a refund of them.
19. To the extent Ms. Greene argues the “registration and tracing” charges were too high, 106 says Ms. Greene moved and failed to update her address or the address of where the Jeep was kept, contrary to section 10(e) and (j) of the parties’ loan agreement. Because of this and because the GPS was disabled, 106 says it took longer to locate and repossess the Jeep, resulting in “higher than normal” tracing costs. Ms. Greene did not respond to this submission despite being given the opportunity to do so, so I accept 106’s explanation. On balance, I find the registration and tracing charges were reasonable.
20. In summary, I find Ms. Greene has not proven she is entitled to any refund from 106.
21. 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. Neither party paid any tribunal fees, so I make no order for reimbursement. No dispute-related expenses were claimed.

## **ORDER**

22. I dismiss Ms. Greene’s claims and this dispute.

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Andrea Ritchie, Vice Chair