



Civil Resolution Tribunal

Date Issued: December 28, 2023

File: SC-2023-001869

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Williams v. Troika Management Corp.*, 2023 BCCRT 1138

B E T W E E N :

CHANAN WILLIAMS

APPLICANT

A N D :

TROIKA MANAGEMENT CORP.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. Chanan Williams parked his vehicle in a parking lot behind a restaurant. The lot was leased and managed by Troika Management Corp (Troika), which had Mr. Williams' vehicle towed. Mr. Williams says the towing was wrongful because there were no

visible signs advising not to park there. He claims \$1,200 in damages, including \$283.50 for an alleged towing bill. Mr. Williams represents himself.

2. Troika says Mr. Williams parked in a clearly marked private stall in a private lot. Troika says I should dismiss the claim. A Troika employee or principal represents Troika.

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.
4. 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.
5. 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.

ISSUE

6. The issue in this dispute is whether Troika unlawfully towed Mr. Williams' vehicle, and if so, what are Mr. Williams' damages.

EVIDENCE AND ANALYSIS

7. As the applicant in this civil proceeding, Mr. Williams must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision. Troika did not submit any documentary evidence, despite having the opportunity to do so.
8. On October 17, 2022, Mr. Williams visited a restaurant, parking his vehicle in a parking lot behind it and across a laneway. At around 4 pm, he came out of the restaurant to find that his vehicle was missing. He says someone advised him that a Troika employee had ordered it towed.
9. Troika does not specifically dispute having Mr. Williams' vehicle towed. It says the parking lot he refers to is a private parking lot that Troika leases and manages. It says nearby office-based tenants use the parking lot.
10. Parking lot law involves the law of bailment, contract, and trespass (see *Webster v. Robbins Parking Service Ltd.*, 2016 BCSC 1863 at paragraph 87). As there was no contract and no bailment relationship between the parties, I find that Troika towed Mr. Williams' vehicle under the law of trespass. Unless prohibited by law, a private property owner may tow unauthorized vehicles from its property. Although Troika was not the landowner, nothing turns on this. I find Troika either had the right to tow as the landlord's agent or as a lessee together with the right to exclusive possession of the land (see *The Corp. of the District of West Vancouver v. No 85 Seabright Holdings Inc.*, 1994 CanLII 948 (BC SC)). In other words, if Mr. Williams parked his vehicle in Troika's parking lot without permission, he trespassed.
11. Troika says the parking lot has clear signage, although it does not say what is written on the signs or where they are positioned. Mr. Williams says there was no visible signage. He says a large untrimmed tree blocked the signs. He relies on undated photos taken from a great distance, which I find do not establish that the signs were not visible from the parking spot or the lot entrance when he parked there. He also

refers to an email he sent to Troika (not in evidence) in which he argued that the sign said “private parking” but should have said “reserved parking”. He said he assumed that private parking meant parking for restaurant customers. I do not find the distinction important. In any event, I find this evidence undermines Mr. Williams’ argument that he did not see the signs. I find Mr. Williams trespassed by parking in the parking lot without authority to do so and despite visible signs saying the parking lot was private. So, I find Troika was entitled to have Mr. Williams’ vehicle towed and is not liable for damages.

12. I acknowledge Mr. Williams’ alternative argument that he later discovered he actually parked in an area with a diagonal yellow line forming a triangle near a utility pole. He says this was not actually a parking stall and was likely city property, so Troika had no authority to tow his vehicle. Troika did not address this argument but I find it unpersuasive. There is no objective evidence confirming where Mr. Williams parked, and I find it unlikely that Troika would have had his vehicle towed if it was not at least partially on Troika’s property.
13. Mr. Williams also says that Troika made an offer to settle this dispute and urges me to take it as an admission of liability. Settlement offers are not admissions of liability. There are many reasons a respondent, even with a strong defence, may offer to settle a dispute. I place no weight on the settlement offer.
14. Finally, even if Mr. Williams had shown that Troika was liable for towing his vehicle, I would not have awarded damages. Applicants are required to prove each aspect of their claim, including damages. Mr. Williams did not submit a towing bill or any explanation of the other damages he claims. So, I would have dismissed his claim in any event.
15. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Troika was successful but did not pay CRT fees. I dismiss Mr. Williams’ claim for CRT fees. Neither party claims dispute-related expenses.

ORDER

16. I dismiss Mr. Williams' claims and this dispute.

Micah Carmody, Tribunal Member