



# Civil Resolution Tribunal

Date Issued: February 28, 2024

File: SC-2023-001493

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chichak v. Town of View Royal*, 2024 BCCRT 197

BETWEEN:

TAVANIA CHICHAK

**APPLICANT**

AND:

VIEW ROYAL, TOWN OF

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Leah Volkers

## INTRODUCTION

1. This dispute is about towing fees.
2. Tavana Chichak says a Town of View Royal (View Royal) bylaw officer unfairly arranged to tow her vehicle from a View Royal street. Ms. Chichak claims reimbursement of the \$190.58 fee she paid the tow truck to release her vehicle before

it was towed. View Royal says it was entitled to have Ms. Chichak's vehicle towed because it was parked contrary to View Royal's bylaws. It says Ms. Chichak is responsible for the towing fees incurred once it called the tow truck.

3. Ms. Chichak is self-represented. View Royal is represented by an authorized 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.
5. 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.
6. 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.
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 View Royal must reimburse Ms. Chichak \$190.58 for towing fees.

## EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Chichak must prove her claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
10. On November 9, 2022, a View Royal bylaw officer arranged to have Ms. Chichak's vehicle towed from a View Royal street. The tow truck attended. Ms. Chichak's neighbour told her that her vehicle was in the process of being towed, and Ms. Chichak ran into the street and asked the tow truck driver not to leave with her vehicle. Ms. Chichak paid the tow truck company a \$190.58 towing fee to have her vehicle released. At the same time, View Royal's bylaw officer gave Ms. Chichak a compliance notice for bylaw enforcement. None of this is disputed. The tow truck company is not a party to this dispute.
11. The compliance notice said bylaw enforcement attended to discuss parking on the street and obstructing emergency operations vehicles, contrary to section 8.1.22 of View Royal's Streets Bylaw No. 980 (Streets bylaw).
12. Ms. Chichak argues that her vehicle was not parked contrary to the Streets bylaw. Ms. Chichak says View Royal's bylaw officer arranged to tow her vehicle from a commonly used parking spot on the street she lives on. She says that instead of taking official measurements, the bylaw officer "speculated" that her vehicle did not leave enough space for oversized vehicles to pass by. View Royal disputes this. View Royal says its bylaw officer attended in response to a bylaw complaint from a neighbourhood resident, and the bylaw officer determined that there was inadequate space for emergency and utility vehicles to pass through.
13. View Royal also provided photos of Ms. Chichak's vehicle parked near an island in the middle of a cul-de-sac. The photos show the vehicle is not parked in a designated parking stall and is partially blocking the roadway.

14. Ms. Chichak provided videos that she says show garbage trucks passing by when her vehicle was parked in the same location as when View Royal arranged to have it towed. I find the videos show garbage trucks passing by. However, I find the videos do not show that Ms. Chichak's vehicle was parked in the same manner as when View Royal arranged for it to be towed. So, I find the videos unhelpful.
15. Ms. Chichak also provided photos of the bylaw officer's vehicle and another vehicle passing by her vehicle. She says these photos also show that vehicles could pass by. However, the bylaw officer's vehicle was a small truck, and the other vehicle was a small car. Emergency and utility vehicles can be larger than small cars and trucks. So, I find these photos do not show that Ms. Chichak's vehicle was parked in a manner that would not block large emergency or utility vehicle access.
16. Ms. Chichak also says there is no "no parking" sign where she parked. However, View Royal does not argue it was entitled to tow Ms. Chichak's vehicle because she was parked in a marked no parking zone, so I find nothing turns on this.
17. Ms. Chichak says people have parked other vehicles in the same spot for years without being ticketed or towed. She provided photos of two vehicles parked in the same location. View Royal says that due to limited resources, bylaw enforcement is complaints driven. Ms. Chichak does not dispute this. Further, the fact that other vehicles may have been similarly parked does not mean Ms. Chichak is not responsible for where and how her own vehicle is parked.
18. Ms. Chichak also says she should have been provided with notice or a warning before her vehicle was towed. View Royal says it is standard procedure is to issue a warning notice first. However, it says its bylaw officer deemed it necessary to immediately move Ms. Chichak's vehicle due to a utility vehicle's imminent arrival. Ms. Chichak disputes this and says the garbage truck was not coming for at least an hour. Nothing turns on this in any event. I say this because section 8.9 of the Streets bylaw says a bylaw officer is authorized to remove and impound vehicles found to contravene the Streets bylaw. In addition, section 8.10 says the vehicle's owner is responsible for any removal costs, expenses, or fees. So, I find View Royal was entitled to have Ms.

Chichak's vehicle towed if it was parked in a manner that contravened the Streets bylaw, and was not required to give Ms. Chichak notice before doing so.

19. As noted, the photos show that Ms. Chichak's parked vehicle was partially blocking the roadway. So, I find Ms. Chichak's vehicle was likely parked in manner that would impede emergency or utility vehicles, contrary the Streets bylaw. Therefore, I also find View Royal was entitled to tow Ms. Chichak's vehicle, and she was responsible to pay for any removal costs. I find Ms. Chichak has not proved View Royal is responsible to reimburse her for the towing costs, and I dismiss Ms. Chichak's claims.

### ***CRT fees and expenses***

20. 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. As Ms. Chichak was unsuccessful, I dismiss her claim for reimbursement of her paid CRT fees. View Royal did not pay CRT fees and neither party claimed dispute-related expenses.

### **ORDER**

21. I dismiss Ms. Chichak's claims and this dispute.

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Leah Volkers, Tribunal Member