



# Civil Resolution Tribunal

Date Issued: March 26, 2024

File: SC-2022-007349

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Marin v. 9451-8123 Québec Inc. (dba Prestige International Vehicle Shipping)*, 2024 BCCRT 310

BETWEEN:

CINDY MARIN

**APPLICANT**

AND:

9451-8123 QUÉBEC INC. (DBA PRESTIGE INTERNATIONAL  
VEHICLE SHIPPING)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The applicant, Cindy Marin, says they paid the respondent, 9451-8123 Québec Inc. (dba Prestige International Vehicle Shipping), to ship their vehicle from British Columbia to Ontario. The applicant says the respondent failed to ship the vehicle and returned it to British Columbia. The applicant seeks a \$1,980.40 refund. The applicant is self-represented.

2. The respondent says the applicant was unhappy with how long it was taking to ship the vehicle, so asked it to return the vehicle to British Columbia, which it did. It denies owing the applicant any money, saying it had to pay another shipping company to bring the vehicle back. The respondent is represented by an employee or principal.

## **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.
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 in the interests of justice.
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 court.
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 the applicant is entitled to a refund for vehicle shipping services.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant must prove their claims on a balance of probabilities (meaning “more likely than not”). Despite being given multiple opportunities, neither party provided any documentary evidence or substantive submissions apart from those included in the Dispute Notice and Dispute Response, which I have considered in making this decision.
9. As noted above, the applicant says they paid the respondent \$1,980.40 to ship their vehicle from British Columbia to Ontario, which the respondent did not do. So, the applicant requests a refund.
10. The respondent says it was the applicant who cancelled the shipment, and asked for the vehicle to be returned to its original location. The respondent says it had to pay to return it. So, it denies the applicant is entitled to any refund.
11. The problem for the applicant is that they provided no evidence in support of their claim, such as an invoice, contract, or any communication between the parties which may indicate why the vehicle was returned to British Columbia. The burden is on the applicant to prove that the respondent failed to uphold its end of the parties’ contract, which I find they have not proven. On that basis, I dismiss the applicant’s claim.
12. 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 the applicant was not successful, I dismiss their claim for reimbursement of tribunal fees. The respondent did not pay any tribunal fees or claim dispute-related expenses.

## **ORDER**

13. The applicant's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair