



Civil Resolution Tribunal

Date Issued: March 27, 2024

File: SC-2023-003816

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shishvan v. 625515 B.C. LTD.*, 2024 BCCRT 317

BETWEEN:

MEHDI BAGHBANNEZHAD SHISHVAN

APPLICANT

AND:

625515 B.C. LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about monthly carwash service fees.
2. Mehdi Baghbannezhad Shishvan says 625515 B.C. Ltd., which does business as Speedwash.ca (Speedwash), charged 16 monthly membership fees to his credit

cards without any pre-approval. Mr. Shishvan claims \$839.84 for the alleged unauthorized charges.

3. Speedwash disputes Mr. Shishvan's claims. Speedwash says Mr. Shishvan agreed to monthly memberships that auto-renew unless cancelled 7 days before the billing date. Speedwash says it owes Mr. Shishvan nothing.
4. Mr. Shishvan is self-represented. Speedwash is represented by an authorized employee.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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 court.
8. 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

9. The issue in this dispute is whether Speedwash must refund Mr. Shishvan the claimed \$839.84 in monthly service fees.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Shishvan must prove his 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.
11. Mr. Shishvan says he has had a monthly carwash membership with Speedwash since 2021. Mr. Shishvan says since November 2022, Speedwash has been charging multiple monthly carwash membership fees to his credit cards without his pre-approval. Mr. Shishvan provided several statements for 2 different credit cards in evidence that shows Speedwash charged him 16 times between November 2022 and March 2023. Mr. Shishvan says he had no knowledge that his credit cards were being charged automatically.
12. Speedwash says Mr. Shishvan authorized the monthly charges. Speedwash says when a customer enters the carwash, they go to a touchscreen pay station. Speedwash says before completing the transaction, the touchscreen shows a disclaimer that says when signing up for a monthly membership, the customer will be automatically billed unless they cancel 7 days before the billing date. Speedwash says in order to complete the transaction, customers must accept this term. Speedwash provided a photo of the touchscreen page that confirms the above. Speedwash says a customer can sign up for a monthly membership at the pay station or online. Mr. Shishvan does not dispute this. Mr. Shishvan says he renewed his membership monthly at the carwash. I do not accept this. Given the fact that Mr. Shishvan himself says he has had a monthly membership since 2021, I find Mr. Shishvan agreed to, and pre-authorized, monthly charges. However, that does not end the matter.

13. The evidence shows Speedwash charged Mr. Shishvan \$52.49 several times per month between November 2022 and March 2023, as follows:
 - a. November 2022 – 3 charges,
 - b. December 2022 – 4 charges,
 - c. January 2023 – 4 charges,
 - d. February 2023 – 4 charges,
 - e. March 2023 – 1 charge.
14. Emails show that on March 1, 2023, Mr. Shishvan told Speedwash not to charge his credit cards without his consent, and again asked Speedwash to stop charging his credit cards on March 3, 2023. So, I find he asked to cancel his Speedwash memberships as of March 3, 2023.
15. Speedwash provided 4 documents that are titled “membership history”. Each document appears to be a computer printout with no identifying features. Each document also has a handwritten licence plate number added to the top, and the last 4 digits of various credit card numbers noted beside various renewal dates. I find Speedwash likely added these details to the printouts, but did not explain where this information came from. 4 different licence plates are listed.
16. Mr. Shishvan says up until December 7, 2022, he had only 1 vehicle. He says since then, he has had 2 vehicles. He says 2 of the licence plates listed on Speedwash’s membership histories belong to his vehicles, but 2 do not. He says those charges are fraudulent and Speedwash charged his credit cards on its own. Speedwash says although Mr. Shishvan argues some of the licence plates do not belong to him, the person driving the vehicle had access to his credit cards. Speedwash says if someone used Mr. Shishvan’s card without his consent, he should report it to his credit card company.
17. Contradictorily, Speedwash also says Mr. Shishvan entered into multiple memberships for the same vehicle at its pay stations without realizing it. Speedwash

says doing so is technically not allowed, but says its system does not recognize the duplicate memberships on the same licence plates. Speedwash did not identify which charges it says are the result of duplicate memberships for the same vehicle. It also does not say that it refunded any amounts for those duplicate charges. Given this submission and the many charges listed above on two different credit cards, I find Speedwash likely charged Mr. Shishvan for duplicate memberships for the same vehicles between November 2022 and February 2023. There is only 1 charge in March 2023, which I find was authorized and charged before Mr. Shishvan cancelled his memberships. So, I find there were no duplicate charges in March 2023. Without further details from Speedwash, I find the evidence does not support a finding that Mr. Shishvan entered into 4 separate monthly memberships for 4 separate vehicles.

18. However, I have already found that Mr. Shishvan pre-authorized monthly charges for his vehicles. As noted, Mr. Shishvan acknowledges 2 of the licence plates listed in Speedwash's membership histories are for his vehicles. So, I find Speedwash was entitled to charge Mr. Shishvan for 1 monthly membership between November 2022 and March 2023 for his 1st vehicle. Speedwash was also entitled to charge a 2nd monthly membership between December 2022 and February 2023 for Mr. Shishvan's 2nd vehicle. This means Speedwash was entitled to charge Mr. Shishvan for 8 monthly charges. I find the other 8 charges were likely unauthorized duplicate charges. So, I find Speedwash must reimburse Mr. Shishvan \$472.38 for the 8 unauthorized duplicate charges.

Interest, CRT fees and expenses

19. The *Court Order Interest Act* applies to the CRT. Mr. Shishvan is entitled to pre-judgment interest on the \$472.38 award from the dates of the unauthorized charges to the date of this decision. The pre-judgment interest on these charges total \$24.36.
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 Mr. Shishvan was partially successful, I find he is

entitled to reimbursement of \$62.50 for half his paid CRT fees. Speedwash did not pay any CRT fees and neither party claimed any dispute-related expenses.

ORDERS

21. Within 30 days of the date of this order, I order Speedwash to pay Mr. Shishvan a total of \$559.24, broken down as follows:
 - a. \$472.38 in debt,
 - b. \$24.36 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 in CRT fees.
22. Mr. Shishvan is entitled to post-judgment interest, as applicable.
23. This is a validated decision and order. 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.

Leah Volkens, Tribunal Member