Civil Resolution Tribunal

Date Issued: July 24, 2025

File: SC-2024-000668

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Canning v. Sparwood Towing*, 2025 BCCRT 1036

B E T W E E N :

JONATHAN CANNING

APPLICANT

A N D :

SPARWOOD TOWING

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Jeffrey Drozdiak

INTRODUCTION

1. This dispute is about towing and impoundment charges.

2. The respondent, Sparwood Towing (Sparwood), towed and impounded the applicant's truck under the *Motor Vehicle Act* (MVA). The applicant argues Sparwood charged him more than allowed under the *Lien on Impounded Motor*

Vehicles Regulation, which I will refer to as the Regulation. He originally claimed $1,184.77 for the amount Sparwood allegedly overcharged him, but he increased that amount to $1,187.60 in his submissions.

3. Sparwood says Mr. Canning used the wrong rates. However, it still admits it overcharged Mr. Canning based on the Regulation. Sparwood says eight years ago it told RoadSafetyBC that it would charge its own rates. It argues the storage rates under the Regulation are unreasonable.

4. Mr. Canning represents himself. Sparwood is a general partnership and is represented by a partner.

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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.

6. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. I considered the potential benefits of an oral hearing. Here, there are no significant credibility issues, and I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. Overall, I find that an oral hearing is not necessary in the interests of justice, and I decided to hear this dispute through written submissions.

7. CRTA section 42 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 CRTA section 118, 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.

The CRT's Jurisdiction

9. Although neither party raised this issue, I considered whether the CRT has jurisdiction to decide this dispute. CRTA section 10(1) says the CRT must refuse to resolve any dispute that it considers outside the CRT's jurisdiction. Part 9 of the MVA outlines the law on impounding a motor vehicle. Several sections grant the Superintendent of Motor Vehicles the power to address motor vehicle impoundments.

10. For example, MVA section 255(2)(a) gives the Superintendent the power to set the rates charged for transportation, towing, care, and storage of an impounded vehicle. This is the provision Mr. Canning relies on in this dispute. MVA sections 256 to 258 also give the Superintendent the power to review the impoundment of a motor vehicle and order the vehicle's release.

11. After reviewing Part 9 of the MVA, I find there is no section that gives the Superintendent the power to order a party to refund expenses charged in excess of the charges prescribed in the Regulation. So, I find such a claim is a debt claim under the CRT's small claims jurisdiction in CRTA section 118(1)(a).

12. My conclusion is supported by a January 19, 2024 email from RoadSafetyBC to Mr. Canning. In the email, RoadSafetyBC confirmed that Sparwood refused to refund the excess charges and told Mr. Canning to recover those charges through the CRT. Given this, I find Mr. Canning's claim is within the CRT's jurisdiction.

ISSUE

13. The issue in this dispute is whether Sparwood overcharged Mr. Canning under the MVA, and if so, how much must Sparwood refund Mr. Canning.

EVIDENCE AND ANALYSIS

14. In a civil proceeding like this one, Mr. Canning, as the applicant, must prove his claims on a balance of probabilities (meaning "more likely than not"). Sparwood had the opportunity to provide documentary evidence but did not do so. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.

Background

15. On December 9, 2023, Sparwood towed and impounded Mr. Canning's Ford F150 truck, which occurred outside Fernie, British Columbia. Mr. Canning says the truck was impounded for 30 days due to a traffic infraction.

16. Mr. Canning provided Sparwood's January 9, 2024 invoice for the towing and impoundment charges. Since Mr. Canning does not say otherwise, I infer January 9 was the day he picked up his truck. Sparwood's invoice shows Mr. Canning paid Sparwood $1,800 plus taxes, totaling $1,942.50. Notably, Sparwood's invoice did not provide a breakdown of the charges.

17. After paying the invoice, Mr. Canning contacted RoadSafetyBC about the amount Sparwood charged. Mr. Canning argues Sparwood did not follow the prescribed rates in the Regulation. In a January 19, 2024 email, RoadSafetyBC confirmed it had told Sparwood it must follow the Regulation and Sparwood refused to refund the excess charges.

Did Sparwood Overcharge Mr. Canning for the Services?

18. MVA section 255(2)(a) creates a lien on an impounded motor vehicle for all fees, costs, charges, and surcharges prescribed by the Superintendent through regulation. The Regulation outlines the prescribed rates for transportation, towing, care, storage, disposition, and other related activities.

19. Sparwood argues the prescribed rates are unreasonable, and eight years ago, it told RoadSafetyBC that it would be charging its own rates. It says it charges $50

per day for storage because the storage costs in the valley, which I infer is the Elk Valley, are four times higher than the storage costs in Surrey. Sparwood did not provide any documentary evidence to support these statements.

20. In any event, I find Sparwood is bound by the prescribed rates in the Regulation. By creating a lien on prescribed charges, I find the legislation created a cap on how much a party can charge for towing and impounding a vehicle under the MVA. MVA section 255(5)(a) says a vehicle remains impounded until the lien is paid. I find this section implies a party must release the vehicle after receiving the prescribed rate. If a party were allowed to charge more than the prescribed rate, it would also conflict with other provisions in the MVA.

21. For example, MVA section 258 says if the Superintendent decides after a review to revoke an impoundment, the Superintendent must order the party storing the vehicle to release it. This section explicitly says this is subject to the lien described in MVA section 255(2). The section does not say the order is also subject to other fees charged by the party holding the vehicle. Given this, I find a party would be unable to charge more for its services when the Superintendent orders a party to release a vehicle. The MVA has similar provisions when the Superintendent orders a vehicle released due to economic hardship (MVA section 262) and on compassionate grounds (MVA section 263). I find there is no rational basis for a party to be allowed to charge their own rate in one circumstance but the prescribed rate in other circumstances. No matter what the outcome, the party completed the same towing and impoundment services.

22. Overall, I find that if a party were allowed to charge more than the prescribed rate, the legislation would have explicitly said so. Since Sparwood accepted the towing and impoundment job, I find it implicitly accepted the prescribed rates. So, I find Mr. Canning is entitled to a refund for any amount Sparwood charged above the rates in the Regulation.

23. Under the Regulation, Mr. Canning argues Sparwood was only entitled to charge $754.90 for towing his vehicle and impounding it for 30 days. After reviewing Mr.

Canning's calculations, I generally agree with his math with a few minor exceptions, which I discuss in further detail below.

24. I will start by noting that the Regulation is updated regularly to change the prescribed rates. This means I cannot simply review the current Regulation in force. Instead, I must calculate the prescribed charges based on the Regulation in force between December 9, 2023 and January 9, 2024. At the relevant time, Regulation section 3 established three prescribed rates for storage, transportation, and administration.

25. For storage, Regulation section 3(a) said daily storage is based on where the impoundment lot is located. Regulation section 2 defined four different zones. Since Fernie and the surrounding area were not specifically referred to in this section, I find it fell under Zone 4 for all other areas located in British Columbia. The prescribed storage rate was $16.35 per day. Mr. Canning argues Sparwood stored his truck for 30 days. However, based on Sparwood's January 9, 2024 invoice, I find Sparwood stored Mr. Canning's truck for 31 days. So, I find Sparwood was entitled to charge a maximum of $506.85 for storage.

26. Regulation section 4(1) said for transportation, the prescribed charges include towing, a fuel surcharge, and $35 if dollies were used. Since Sparwood does not say dollies were used to tow Mr. Canning's truck, I find that charge does not apply.

27. For towing, Regulation section 4(2) said the towing cost is based on the "gross vehicle weight". Mr. Canning argues his truck's weight is under 3,000 kilograms and he used the corresponding towing rates for his calculation. In the Dispute Response, Sparwood argues Mr. Canning's calculations used the wrong weight. It asserts Mr. Canning's truck is included in vehicles over 6,300 kilograms.

28. Sparwood did not provide any documentary evidence to support its assertion that Mr. Canning's truck weighed more than 6,300 kilograms. In comparison, Mr. Canning provided specifications for a 2020 Ford F150 from "TheCarConnection". Sparwood did not challenge this evidence in its submissions. So, I accept that these

are the specifications for Mr. Canning's truck. I find the truck's specifications list a gross vehicle weight of 6,500 pounds. This converts to 2,948 kilograms, which is less than 3,000 kilograms.

29. Based on a weight under 3,000 kilograms, the Regulation table said the towing cost is $79.78, plus $2.41 per kilometer over six kilometers. Mr. Canning provided a Google Maps screenshot, which I find shows the tow distance was 29.8 kilometers. Sparwood did not challenge this evidence, or the listed distance, so I accept that the towing distance was 29.8 kilometers. Given this, I find Sparwood was entitled to charge a maximum of $137.14 for towing.

30. Regulation section 4(1)(b) said the fuel surcharge is based on a percentage of the towing cost. Mr. Canning used a fuel surcharge of 26%. However, I find the applicable fuel surcharge was 28%. In evidence, Mr. Canning provided the Regulation in effect between September 1, 2022 and March 31, 2023. Notably, BC Reg 80/2023 increased the fuel surcharge from 26% to 28% on April 1, 2023. So, I find Mr. Canning used the wrong surcharge for his calculations. Given this, I find Sparwood was entitled to charge a maximum of $38.40 for a fuel surcharge.

31. Finally, Regulation section 3(c)(i) said the prescribed administration cost is $55.05 for a claimed vehicle. Since Sparwood released Mr. Canning's truck, I find the truck was a claimed vehicle under Regulation section 1. So, I find Sparwood was entitled to charge a maximum of $55.05 for administration.

32. In total, I find under the Regulation, Sparwood was entitled to charge a maximum of $737.44 plus tax, or $774.34. Since Sparwood charged $1,942.50, I find Mr. Canning is entitled to $1,168.19, and I order Sparwood to pay that amount.

INTEREST, CRT FEES, AND DISPUTE RELATED EXPENSES

33. The *Court Order Interest Act* applies to the CRT. In submissions, Mr. Canning claims interest on the amount owing. However, in the Dispute Notice, Mr. Canning explicitly chose not to claim interest, understanding that he could not claim this

amount later. So, I find it would be procedurally unfair to award pre-judgment interest, and I order none.

34. 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. Mr. Canning was successful, so I find he is entitled to reimbursement of $125 in CRT fees.

35. For dispute-related expenses, Mr. Canning claims $10 for a business search to confirm Sparwood's legal name, and $11.60 to send the Dispute Notice by registered mail. Mr. Canning provided receipts to support both expenses. I find these expenses were reasonably incurred, so Mr. Canning is entitled to be reimbursed $21.60 in dispute-related expenses.

ORDERS

36. Within 15 days of the date of this decision, I order Sparwood to pay Mr. Canning a total of $1,314.79, broken down as follows:

    a. $1,168.19 in debt,

    b. $21.60 in dispute-related expenses, and

    c. $125 for CRT fees.

37. Mr. Canning is entitled to post-judgment interest, as applicable.

38. 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.

Jeffrey Drozdiak, Tribunal Member