



Civil Resolution Tribunal

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File: SC-2024-001276

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mowers v. Uber Castor Canada Inc.*, 2025 BCCRT 1088

B E T W E E N :

REEF ROBIN MOWERS

APPLICANT

A N D :

UBER CASTOR CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about a food delivery service.
2. The applicant, Reef Robin Mowers, claims against the respondent, Uber Castor Canada Inc. (Uber), for credit card fraud, possession of stolen property, conspiracy, illegally withholding contact information, and engaging in illegal pricing practices.

Mr. Mowers seeks a refund of subscriptions and services of \$5,000 in the Dispute Notice, and in submissions seeks an exception of the claim limit.

3. Uber says there is no merit to Mr. Mowers' claims and asks me to dismiss them.
4. Mr. Mowers is self-represented. Uber is represented by its in-house lawyer, Ryan MacIsaac.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find that I can properly assess and weigh the documentary evidence and submissions before me. Bearing in mind the CRT's mandate that includes proportionality and timeliness, I find that an oral hearing is not necessary in the interests of justice.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not 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.

ISSUES

9. Is Mr. Mowers entitled to a refund of his Uber subscriptions and services?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Mowers must prove his claim on a balance of probabilities. This means more likely than not. 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

11. On January 19, 2024, Mr. Mowers placed an order for groceries through Uber Eats.
12. Mr. Mowers says at 8:02 pm, the Uber Eats app said the driver had collected his groceries and was on his way to the delivery location. He says at 8:07 pm the tracking stopped, and the order was never delivered. He says he was waiting outside for the delivery and was physically attacked and injured by an unknown person. He says he promptly reported the attack and missing order to Uber.
13. Mr. Mowers then sets out the following timeline of events, which is inconsistent with his submissions above:
 - a. 8:02 PM - Initial report of missing order.
 - b. 8:07 PM - Requested Uber to contact the driver. Uber falsely claimed the driver attempted to reach me multiple times.
 - c. 8:42 PM - Reported the theft and physical attack. Uber restricted the driver's access but still refused a refund.
14. Uber says the driver attended the delivery location and notified Mr. Mowers they were waiting outside, as instructed. Uber says the driver arrived at 5:40 pm and provided a delivery timeline screen shot, which shows the driver waited at the delivery location for 12 minutes. Uber also provided a recording of a support call the driver placed to Uber at 8:42 pm. In the call, the driver told Uber support that the customer was not at the delivery location. Uber support told the driver to leave the order outside the entrance and notify the customer that he had done so.

15. I find the time stamp on the delivery timeline screen shot is obviously off by 3 hours since the driver's call to Uber support was recorded. The driver was already waiting at the delivery location when he placed the call at 8:42 pm. So, I find that the driver arrived at the delivery location at 8:40 pm, called Uber support at 8:42 pm, and completed the delivery as Uber support instructed at 8:52 pm.
16. Uber also provided Mr. Mowers' support chats. These chats are time stamped in Greenwich Mean Time, which is 7 hours ahead of Pacific Time, so I have converted the times to Pacific Time. The chats show that Mr. Mowers first reported that he did not receive his order at 9:02 pm. In a second and third chat at 9:04 and 9:07, Mr. Mowers told Uber that the driver never contacted him and that he had been waiting outside for over an hour. The Uber support agent told Mr. Mowers that she could see that the driver tried contacting him 3 times. The third chat ended at 9:38 pm and Mr. Mowers immediately started a fourth chat that ended at 9:42. Mr. Mowers never mentioned he was attacked in the first four chats over 40 minutes.
17. Mr. Mowers started a fifth chat at 9:42 pm and for the first time reported the alleged attack. He reported that the driver robbed him, hurt him, and he needed help. Uber responded that they had restricted the driver's access and were investigating. Mr. Mowers said he reported the incident to the police and needed medical attention. Mr. Mowers later told Uber that he did not know if the attacker was the Uber driver.
18. Mr. Mowers did not submit a police file or any medical evidence to support his claim that he was physically attacked.
19. Uber provided a recording and transcript of a call made on March 23, 2024. The caller identified himself as Officer Reef Mowers of the Victoria Police Department. He said he was investigating reports that Uber's customers did not receive orders and accused Uber of committing various crimes. Uber says the call originated from Mr. Mowers' phone number. Uber says it confirmed with the Victoria Police Department that there is no Officer Reef Mowers. I find this call was placed by Mr. Mowers and he was impersonating a police officer. This call, along with the noted inconsistencies in Mr. Mowers' evidence negatively affects his credibility.

20. In submissions, Mr. Mowers says after he reported his missing order, Uber refused to refund him. He says he needed the groceries, so he was forced to place a second order. Mr. Mowers says for the first order, he approved a \$7.00 gratuity, which was changed to \$10.87 without his consent and that the total transaction amount was \$119.65. He says the second order was at an inflated cost of \$131.54, \$11.89 more. He says Uber Eats increased the delivery fee from \$4.99 to \$20.00 and applied higher taxes without justification.
21. Mr. Mowers submitted two receipts for identical grocery orders on January 19, 2024. The first order was placed at 7:02 pm, had a tip of \$7.00, a delivery fee of \$20.00, taxes of \$7.58, and the total transaction amount was \$131.54. The second order was placed at 11:02 pm, had a tip of \$10.87, a delivery fee of \$4.99, taxes of \$6.83, and the total transaction amount was \$119.65.
22. So, based on the receipts, it appears that Mr. Mowers has confused the details of the two orders in his submissions. For that reason, I find nothing turns on his submission about the change in the tip, because the tip for the first order was \$7.00, as he said it was. He did not make submissions about the tip for the second order.
23. Based on the Uber delivery timeline and driver's support call, as well as the inconsistencies in Mr. Mowers' statements, I find that Mr. Mowers was not outside when the driver attended the delivery location. I find that the driver was unable to contact Mr. Mowers after at least 3 attempts and waiting at the delivery location for 12 minutes. I also find it is unlikely that Mr. Mowers would not immediately report to both the police and Uber that he was physically attacked, rather than waiting over 40 minutes to report it after starting four other support chats. On balance, I find that Mr. Mowers was not physically attacked.
24. Uber says, as a goodwill gesture and without admitting fault, it refunded Mr. Mowers \$124.54 and gave him a \$75 credit. The refund is the amount of the first order without the tip. Uber provided a screenshot showing the refund. Mr. Mowers says Uber gave him credit not a refund but provided no evidence in support. On balance, I accept that Uber issued Mr. Mowers a \$124.54 refund and gave him a \$75 credit.

25. In the Dispute Notice, Mr. Mowers says he should be refunded for Uber subscriptions and services due to Uber's credit card fraud, possession of stolen property, conspiracy, illegally withholding contact information, and engaging in illegal pricing practices. I will deal with each allegation below.

Fraud

26. In *Anderson v. British Columbia (Securities Commission)*, 2004 BCCA 7, the court said that because fraud is a very serious allegation, which carries a stigma, it requires evidence that is clear and convincing proof of the elements of fraud, including the mental element (intention). The four elements of civil fraud, also known as fraudulent misrepresentation, are as follows, as set out by the Supreme Court of Canada in *Bruno Appliance and Furniture, Inc. v. Hryniak*, 2014 SCC 8, at paragraph 21:

- a. A false representation made by the respondent,
- b. Some level of knowledge of the representation's falsehood on the part of the respondent (whether through knowledge or recklessness),
- c. The false representation caused the applicant to act, and
- d. The applicant's actions resulted in a loss.

27. In submissions, Mr. Mowers says Uber has a history of fraudulent and deceptive business practices. He relies on a prior settlement of a class-action lawsuit. The settlement was for a completely different legal matter not involving fraud, is confidential, and is not an admission of liability, so I have declined to consider it.

28. Mr. Mowers provided no evidence that Uber made a false representation about the incident on January 18, 2024. So, I dismiss Mr. Mowers' claim in fraud.

Possession of Stolen Property

29. Mr. Mowers alleges Uber is in possession of stolen property. He provided no evidence to support that allegation, aside from not receiving his order.
30. Uber provided the general terms of use that all Uber customers agree to. The terms say if service fails due to the customer's actions, Uber will still charge the full price.
31. I found that the driver delivered Mr. Mowers' order to the delivery location and that Mr. Mowers was not there to receive it. So, if Mr. Mowers did not receive his order, I find it is because of his own actions. I find there is no merit to Mr. Mowers' allegation that the driver or Uber stole his order, and I dismiss this claim.

Conspiracy

32. In *Bidwell v. McGregor*, 2022, BCSC 1234, the court set out the essential elements of civil conspiracy as follows:
 - a. An agreement between 2 or more people,
 - b. Concerted action taken pursuant to the agreement,
 - c. If the action is lawful, there must be evidence that the conspirators intended to cause damage to the plaintiff (or, if the action is unlawful, there must be evidence the conspirators knew or ought to have known their actions would injure the plaintiff), and
 - d. The plaintiff suffered actual damage.
33. Mr. Mowers provided no details about the alleged conspiracy. He does not say whom Uber conspired with, or what the alleged agreement or action was. He also provided no evidence that he suffered any actual damage due to the alleged conspiracy. For those reasons, I dismiss this claim.

Illegally withholding contact information

34. Mr. Mowers does not say what law he relies on when alleging that Uber illegally withheld contact information. He also provided no evidence to support his allegation or that he suffered any loss because of the allegation.
35. Mr. Mowers was able to contact Uber by chat to report the issues with his order. He also called customer support impersonating a police officer. He was also able to serve the Dispute Notice.
36. The *Business Corporations Act* says that foreign companies that wish to do business in this province must be registered in BC. Uber is properly registered in BC and the registration sets out the required addresses.
37. So, for all the reasons above, I see no merit to this claim, and I dismiss it.

Illegal pricing practices

38. Mr. Mowers alleges that Uber illegally increased the price of the same order upon his repurchase. In fact, it is the opposite. The first order cost more than the second order, due to higher delivery fees.
39. Uber's general terms of use says that delivery charges may increase during periods of high demand. Under the terms, Uber must make reasonable efforts to inform customers of the charges that apply in advance.
40. Together, the *Food Delivery Service Fee Act* and *Food Delivery Service Fee Regulation* limit the amount food delivery platforms can charge restaurants for food delivery services. However, this legislation does not apply to grocery delivery services. There is no cap on how much a delivery service can charge a customer for delivering groceries.

41. I find that Uber's general terms allow for variation in delivery fees depending on demand. I also find that Uber told Mr. Mowers what the delivery fees were at the time he placed his orders. So, I find there was nothing illegal about Uber's pricing.
42. Mr. Mowers also alleged that Uber overcharged taxes on grocery items. He seems to rely on the fact that the same two orders had different tax amounts. However, I find the different tax amounts are due to the different delivery charges.
43. So, for the above reasons, I find there is no merit to Mr. Mowers' claim that Uber engaged in illegal pricing practices, and I dismiss it.

Conclusion

44. As I have found there is no merit to any of Mr. Mowers' allegations against Uber, I conclude he is not entitled to a refund of subscriptions and services.
45. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Neither party paid any fees. I dismiss Mr. Mowers' claim for dispute-related expenses, since he was unsuccessful. Uber claimed dispute related expenses but did not provide an amount or any evidence in support. So, I dismiss Uber's claim for dispute related expenses.

ORDERS

46. I dismiss Mr. Mowers' claim.

Alissa Reynolds, Tribunal Member