



Civil Resolution Tribunal

Date Issued: August 19, 2025

File: SC-2024-001450

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thompson v. The Corporation of the City of Victoria*, 2025 BCCRT 1159

B E T W E E N :

PACIFIC ARNOLD LEE THOMPSON

APPLICANT

A N D :

THE CORPORATION OF THE CITY OF VICTORIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Max Pappin

INTRODUCTION

1. This dispute is about a towed vehicle.
2. The applicant, Pacific Arnold Lee Thompson, says the respondent, The Corporation of the City of Victoria, improperly towed their vehicle. The applicant seeks \$4,900 for the towing bill, damages, and time spent on the dispute.

3. The respondent says it offered to reimburse the applicant for the towing bill. It says the applicant has not proven any additional damage or loss beyond that. So, it denies it must pay compensation beyond the towing bill.
4. The applicant is represented by their father. The respondent is represented by a lawyer, Janet Kwong.
5. For the reasons that follow, I partly allow the applicant's claims.

JURISDICTION AND PROCEDURE

6. The CRT has jurisdiction over small claims brought 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. In resolving disputes, the CRT must apply principles of law and fairness. These are the CRT's formal written reasons.
7. 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. 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.
8. 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.
9. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

10. The issue in this dispute is whether the applicant is entitled to the claimed \$4,900 for the towing bill, damages, and time spent on this dispute.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities, meaning 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.
12. The respondent says that on February 5, 2024, it received two separate complaints about the applicant's vehicle. The vehicle had a flat tire and was presumed to be abandoned because of a large accumulation of debris under its tires.
13. The respondent forwarded the complaints to the Victoria Police Department. A constable contacted the applicant on a Monday, and they agreed that the applicant would have until Wednesday to fix the vehicle's tire. A different constable observed the applicant's vehicle that same Monday and made immediate arrangements for towing. The applicant's vehicle was towed, and the applicant was billed \$266.10.
14. The applicant provided a voicemail recording as evidence. In the voicemail, a constable acknowledges that there was miscommunication and says that the applicant's towing bill would be reimbursed.
15. In submissions, the respondent agrees that there was a miscommunication and says it remains willing to reimburse the applicant for provable damage, loss, and expense. The respondent says it has continually offered to reimburse the applicant for the towing bill, so I infer the respondent agrees that the applicant is entitled to reimbursement for the towing bill. So, I find the applicant is entitled to \$266.10 for the towing bill.

16. In the Dispute Notice, the applicant says they seek compensation for damages and for “time I missed from life in general.” In submissions, the applicant says they took time out of their day to go and recover the vehicle. I infer that the applicant seeks the remaining \$4,633.90 for damages, time spent retrieving their vehicle, and time spent on this dispute.
17. The applicant did not provide any submissions or evidence explaining what additional damages they suffered. Similarly, the applicant did not provide any evidence to prove that they are entitled to compensation for time spent recovering their vehicle. So, I find the applicant has not proven they are entitled to further compensation for damages or for compensation for time spent retrieving their vehicle.
18. To the extent that the applicant claims for time spent on this CRT dispute, I note that CRT rule 9.5 says the CRT will not order one party to pay another party compensation for “time spent” dealing with the tribunal proceeding except in extraordinary circumstances, which I find are not present here. So, I find the applicant is not entitled to compensation for time spent on this dispute.
19. Based on the above, I dismiss the applicant’s remaining claims.
20. The *Court Order Interest Act* (COIA) applies to the CRT. Under the COIA, the CRT must add pre-judgment interest to a pecuniary judgement, meaning a judgment for money. Here, the applicant did not specifically claim COIA interest but also did not waive their right to it. So, I find the applicant is entitled to pre-judgment interest on the \$266.10 from February 5, 2024, the date of the towing bill, to the date of this decision. This equals \$17.84.
21. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recovery of their CRT fees and reasonable dispute-related expenses. The respondent says that the applicant did not need to file this CRT dispute. It says it continually offered to reimburse the applicant for the towing bill. The respondent argues that the applicant filed this dispute frivolously and is not entitled to CRT fees.

22. The voicemail provided by the applicant shows that they could have retrieved their refund for the towing bill from the Victoria Police shortly after the tow occurred. The applicant provided no submissions or evidence to support any claims beyond the \$266.10 towing bill. So, I find the applicant filed this dispute unnecessarily and is not entitled to reimbursement of their CRT fees.

ORDERS

23. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$283.94, broken down as follows:
- a. \$266.10 for the towing bill, and
 - b. \$17.84 in pre-judgment interest under the *Court Order Interest Act*.
24. The applicant is entitled to post-judgment interest, as applicable.
25. 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.

Max Pappin, Tribunal Member