



Civil Resolution Tribunal

Date Issued: September 22, 2025

File: SC-2023-004378

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Brown v. Fabulous EBikes*, 2025 BCCRT 1322

B E T W E E N :

TIM BROWN

APPLICANT

A N D :

FABULOUS EBIKES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alissa Reynolds

INTRODUCTION

1. This dispute is about an e-bike.
2. The applicant, Tim Brown, says he bought an e-bike and it never worked properly. He claims a refund of \$3,463.95 for the bike. The respondent, which the applicant named as Fabulous Ebikes, says Mr. Brown has not named the proper respondent.

3. Mr. Brown represents himself. Fabulous Ebikes is represented by its president.
4. For the reasons below, I dismiss Mr. Brown's claim.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under *Civil Resolution Tribunal Act* (CRTA) section 118. 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. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

Preliminary Matter

8. I begin by noting that I have no evidence that Fabulous Ebikes, as named, is a legal entity. A company search from the Quebec Enterprise Register shows that 9478-7967 Quebec inc. has an "other name" listed as "Fabulous Ebikes (Laval)." Quebec requires companies to register any other names they use to conduct business. I find that Fabulous Ebikes' legal name is likely 9478-7967 Quebec inc. dba Fabulous Ebikes (Laval). However, given that Fabulous Ebikes says that Mr. Brown named the wrong company, and given my conclusions below, I find nothing turns on how Fabulous Ebikes is named in the style of cause. So, I have not amended the style of cause.

ISSUES

9. Must Fabulous Ebikes refund Mr. Brown \$3,463.95?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicants must prove their claims 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.
11. Mr. Brown says he bought an e-bike for \$3,463.95 that never worked properly. He does not say when, how, where, or from whom he bought the e-bike. He did not provide a receipt or any other documents or evidence to show any details about the purchase. The only documents he submitted into evidence are a letter from the Better Business Bureau about his complaint, and his submissions in response to that letter. Since he has named Fabulous Ebikes as the respondent in this dispute, I infer he says he bought the e-bike from Fabulous Ebikes. His Dispute Notice says he became aware of the claim in October 2021, and his submissions say, "the claim is two years old this April." Since Mr. Brown started this Dispute April 20, 2023, I infer he is saying that he bought the e-bike in April 2021.
12. Fabulous Ebikes says Mr. Brown has brought his claim against the wrong company. It says Fabulous Ebikes Store Laval is a retail store that opened in March 2023. It says it has no connection to Mr. Brown and did not sell him an e-bike.
13. The company search for 9478-7967 Quebec inc. dba Fabulous Ebikes (Laval) shows it was incorporated on November 11, 2022. So, I conclude it cannot be the seller of Mr. Brown's e-bike.
14. Since I have found Mr. Brown did not prove Fabulous Ebikes sold him the bike, I dismiss his claim.

15. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Fabulous Ebikes did not pay any fees and neither party claimed dispute-related expenses. I dismiss Mr. Brown's claim for CRT fees.

ORDERS

16. I dismiss Mr. Brown's claim.

Alissa Reynolds, Tribunal Member