



Civil Resolution Tribunal

Date Issued: February 23, 2024

File: SC-2023-003767

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Delville v. Coquitlam Towing & Storage Co. Ltd.*, 2024 BCCRT 177

B E T W E E N :

BEN DELVILLE

APPLICANT

A N D :

COQUITLAM TOWING & STORAGE CO. LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about impound charges.
2. Ben Delville says Coquitlam Towing & Storage Co. Ltd. (Coquitlam Towing) towed and impounded his vehicle for 32 days without his consent. Mr. Delville claims reimbursement of \$917.64 in impound fees.

3. Coquitlam Towing disputes Mr. Delville's claims. It says the RCMP authorized it to impound and store the vehicle, and it is not responsible to reimburse Mr. Delville for any impound fees.
4. Mr. Delville is self-represented. Coquitlam Towing is represented by a person I infer is 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 a court of law.
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 Coquitlam Towing must reimburse Mr. Delville \$917.64 for impound fees.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Delville 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. Coquitlam Towing provided a Notice of Impoundment form. It lists Mr. Delville as the driver and owner of a 2008 Infiniti FX35 (vehicle). The form shows that on February 27, 2023, the RCMP issued Mr. Delville an immediate roadside prohibition and a 30-day impoundment under the authority of the *Motor Vehicle Act* (MVA). The form also indicates that the vehicle was impounded at Coquitlam Towing. Mr. Delville does not dispute that the vehicle was impounded on that basis. He also does not argue that the RCMP had no authority to impound the vehicle.
12. However, Mr. Delville argues that he is not responsible for the \$917.64 impound fees he undisputedly paid to have the vehicle released. He says he did not have a contract with Coquitlam Towing and did not consent to Coquitlam Towing impounding the vehicle. I return to this below.
13. I note that in the Dispute Notice and his submissions, Mr. Delville used language that is sometimes used by followers of the "sovereign citizen" or "freemen on the land" ideologies. For example, Mr. Delville referred to himself as "i, the man, Benjamin" and "i, man".
14. As a further example, in his submissions Mr. Delville says that he cannot own property because of the birth registration process, so cannot possibly owe any debt. Contradictorily, his evidence includes a recording and transcript of his phone call with Coquitlam Towing. During the phone call, he said Coquitlam Towing took his property without his consent. Mr. Delville also said he would charge Coquitlam Towing \$800 a day while it held his property. So, it appears Mr. Delville argues both that he cannot own property or owe debts, and also that the vehicle is his property and can charge Coquitlam Towing a daily rate for holding the vehicle.

15. In *Meads v. Meads*, 2012 ABQB 571, the court explained that followers of these ideologies sometimes split themselves into separate persons in order to be considered outside the jurisdiction of Canadian courts or law, and to reject court and state authority. These concepts have been rejected multiple times in courts across Canada and in BC. See, for example, *R. v. Petrie*, 2012 BCSC 2110. To whatever extent Mr. Delville relies on such arguments to support his claims, I reject them.
16. As noted, Mr. Delville argues he did not consent to Coquitlam Towing impounding the vehicle and had no contract with them. However, Mr. Delville did not argue that the RCMP was not entitled to direct Coquitlam Towing to impound the vehicle under the MVA provisions without his consent, and he provided no evidence to support such a finding.
17. I note the MVA also provides that the owner of an impounded vehicle may apply to the Superintendent of Motor Vehicles for a review of the impoundment. However, there is no evidence to show Mr. Delville applied for a review. Based on the evidence, I find Coquitlam Towing impounded the vehicle at the RCMP's direction as permitted by the MVA. I also find Coquitlam Towing did not require a contract with Mr. Delville or his consent in order to do so.
18. Under the MVA, the owner of an impounded vehicle is liable for towing and storage costs. So, I find Mr. Delville is responsible for the impound fees under the MVA. It follows that Mr. Delville has not proved that Coquitlam Towing is responsible to reimburse him for any paid impound fees, and I dismiss his claims.

CRT fees and expenses

19. 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. Delville was unsuccessful, I dismiss his claim for reimbursement of his paid CRT fees and his claim for reimbursement of \$11.36 in dispute-related expenses. Coquitlam Towing did not pay any CRT fees or claim any dispute-related expenses.

ORDER

20. I dismiss Mr. Delville's claims and this dispute.

Leah Volkers, Tribunal Member