

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Last v. Reliable Towing Mission Ltd.*,
2026 BCSC 446

Date: 20260316
Docket: S254743
Registry: Vancouver

Between:

Geoffrey Last and Last Motorcar Co.

Plaintiffs

And

**Reliable Towing Mission Ltd., Dave Rahberger, Suki Manj, Paul Parhar, the City
of Chilliwack, Liam Brennan, 0696787 B.C. Ltd. and Brad Letkeman**

Defendants

Before: The Honourable Justice Hoffman

Reasons for Judgment on Costs

Counsel for the Plaintiffs:

D.M. Palaschuk

Counsel for the Defendants Reliable Towing
Mission Ltd., Dave Rahberger, Paul Parhar,
and Suki Manj:

L.Y. Babbitt

Counsel for the Defendants Liam Brennan,
0696787 B.C. Ltd., and Brad Letkeman:

R. Carter

Written Submissions on Costs of the Parties
Received:

December 29, 2025

Place and Date of Judgment:

Vancouver, B.C.
March 16, 2026

Introduction

[1] These are my reasons for costs arising from my decision in this matter dated November 10, 2025, indexed as *Last v. Reliable Towing Mission Ltd.*, 2025 BCSC 2224.

[2] The action concerns a 2014 Tiffin Allegro recreational vehicle (the “RV”), registered in the name of the plaintiff, Mr. Last. The defendant, Reliable Towing Mission Ltd., impounded the RV as an abandoned vehicle and eventually sold it to recover unpaid accumulated towing and storage fees under the Warehouse Lien Act, R.S.B.C. 1996, c. 480 [WLA].

[3] Mr. Last and the Reliable Towing defendants each brought a summary trial application under Rule 9-7 of the *Supreme Court Civil Rules*, seeking respectively to invalidate or validate the sale of the RV.

[4] I granted Mr. Last’s summary trial application in part. I concluded that the WLA sale was invalid, but that his tort claims for conversion, conspiracy, and fraudulent misrepresentation were not suitable to be resolved summarily and must proceed to trial.

[5] I found Reliable Towing’s lien to be valid but subject to Mr. Last establishing at trial that he was entitled to claim for damages caused by a fire that occurred while the RV was in the possession of the Reliable Towing defendants.

[6] I also granted Mr. Last’s application under Rule 10-1 for an order transferring the RV into his name so that he could take steps to properly secure and store it. However, I ordered Mr. Last to post security in the amount of \$30,000, rather than the \$15,000 he proposed.

[7] The parties provided submissions on costs. For the reasons that follow, I order that each party bear its own costs of these applications.

Positions of the Parties

[8] Mr. Last seeks costs on scale B, as assessed and payable forthwith, for the following steps:

- a) his successful summary trial application;
- b) his successful defence of Reliable Towing's application;
- c) his Rule 10-1 application before Justice Veenstra on July 3, 2025;
- d) his application on July 14, 2025, to add Liam Brennan, 0696787 B.C. Ltd. and Brad Letkeman as defendants;
- e) preparing written submissions relating to costs.

[9] Mr. Last relies on the general rule that costs are to follow the event and be awarded to the successful party unless the court otherwise orders: Rule 14-1(9) and (12) of the *Supreme Court Civil Rules*. Mr. Last says that despite the finding that certain aspects of his summary trial were deemed unsuitable, he was the substantially successful party in the hearing before me.

[10] Mr. Last further submits that these applications are sufficiently distinct from the issues that remain for trial and that it is appropriate to award costs at this stage, rather than awaiting the conclusion of the litigation. In this regard, he relies on the decision of *SWS Marketing Inc. v. Zavier*, 2021 BCSC 1860.

[11] The Reliable Towing defendants submit that they and Mr. Last should each be awarded costs in the cause for their respective summary trial applications and that each party should bear their own costs for Mr. Last's Rule 10-1 application.

[12] The Reliable Towing defendants rely on the general rule that costs are not ordinarily awarded against a party who makes an unsuccessful application under Rule 9-7 because that party may eventually be successful at trial. Instead, the default is to award costs in the cause because the party who made the unsuccessful application may ultimately be successful at trial: *Adedokun v. McIntosh*, 2022 BCSC

1378 at para. 9. In the alternative, they submit that because success on the applications was divided and that accordingly, each party should bear their own costs.

[13] The defendants Brad Letkeman, 0696787 B.C. Ltd., and Liam Brennan (the “Brennan defendants”) adopt the position of the Reliable Towing defendants that each party should bear their own costs of the applications because success on the applications was divided. Further, they submit that Mr. Last’s submissions wrongly focus on the concept of substantial success in the entire proceeding, as opposed to the result of the applications before me.

Analysis

[14] I start with Mr. Last’s submission that he is entitled to the costs of his applications on July 3 and 14, 2025. As each of the orders made in respect of those applications ordered costs to be payable in the cause, I have no jurisdiction to vary those orders: *567 Hornby Apartment Ltd. v. Le Soleil Restaurant Inc.*, 2020 BCCA 69 at para. 101.

[15] As this proceeding is not at an end, I only have jurisdiction to deal with the costs flowing from the applications I determined.

[16] Although I expressed a preliminary view in my reasons that Mr. Last was the successful party, having considered counsel’s submissions, I am persuaded that success on the applications was mixed. On the two summary trial applications under the *WLA*, I found in favour of the Reliable Towing defendant that the lien was valid but, in Mr. Last’s favor that the sale of the RV was void. In addition, Mr. Last did not persuade me that his tort claims were suitable for summary trial. Similarly, the success on the Rule 10-1 application was mixed in that the RV was ordered to be returned but with posted security that was between the two amounts advocated by Mr. Last and Reliable Towing respectively.

[17] I also recognize that the possibility remains that the defendants may enjoy further success on their issues at trial. As the lien was found to be valid, Reliable

Towing can recover its impound fees subject to Mr. Last's ability to establish their tortious liability. In addition, the Brennan defendants may be successful in establishing their entitlement to damages for unjust enrichment based on the work that they performed on the RV.

[18] In the circumstances, I exercise my discretion to depart from the usual rule that costs follow the event and order that the parties are to each bear their own costs for the applications before me.

“Hoffman J.”