



No. **S=253161**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

MITCHELL KAISER

PLAINTIFF

and

U-HAUL CO. (CANADA) LTD.
and U-HAUL INTERNATIONAL, INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

NOTICE OF CIVIL CLAIM
(Unlawful Pricing Practices)

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

THE PLAINTIFF'S CLAIM

Part 1: STATEMENT OF FACTS

Overview

1. Consumers expect to pay the lowest price that a company represents a product will cost at a given time. Parliament has codified this principle through sections 52, 52(1.3), and 54 of the *Competition Act*, RSC 1985, c C-34 (the “**Competition Act**”), which require that companies represent the full cost of a product upfront. Parliament has been clear that business may not tack on additional fees or charge the higher of two different advertised prices when selling their products. These provisions ensure that companies’ pricing practices are fair, straightforward, and not deceptive.

2. Through the pricing of its services in online and mobile application marketplaces, U-Haul has engaged in conduct contrary to the *Competition Act*, the *Business Practices and Consumer Protection Act*, SBC 2004 c 2 (the “**BPCPA**”), and consumer protection legislation in other provinces. This same conduct has resulted in U-Haul being unjustly enriched. U-Haul first represents a price for its services that is, unbeknownst to consumers, unattainable. Thereafter, U-Haul increases the purchase price further along in the purchasing process. U-Haul’s practice of concealing the full cost of, and/or representing two different prices for, its services is unfair and breaches Canadian law.

The Parties

3. The Plaintiff, Mitchell Kaiser, is a resident of British Columbia. The Plaintiff rented a DC – 15’ Moving Van from U-Haul on December 30, 2023 and was charged an Environmental Fee of \$1.00 that was not disclosed at the outset of the purchasing process. The Plaintiff paid for U-Haul’s Rental Services, as defined below, for primarily personal use.

4. The Plaintiff brings this action on his own behalf and on behalf of all persons in Canada, excluding Quebec, who paid an Environmental Fee to use U-Haul’s Rental Services through the www.uhaul.com webpage or its mobile application, including a subclass of individuals who paid to use the Rental Services for primarily personal, family, or household use (the “**Consumer Subclass**” and “**Consumer Subclass Members**”)

from the date on which U-Haul began charging Environmental Fees in Canada until the date that this action is certified as a class proceeding (the “**Class**”, “**Class Members**”, and “**Class Period**”).

5. The Defendant U-Haul International, Inc. is a company incorporated pursuant to the laws of the State of Nevada with an address for service of c/o C.T. Corporation System at 200 – 701 South Carson Street, Carson City, Nevada, 89701.

6. The Defendant U-Haul Co. (Canada) Ltd. is a company incorporated pursuant to the laws of the Province of Ontario and incorporated as an extraprovincial company pursuant to the laws of the Province of British Columbia. Within the Province of British Columbia, U-Haul Co. (Canada) Ltd. has an address for service at 3500 – 1133 Melville Street, Vancouver, British Columbia, V6E 4E5. U-Haul Co. (Canada) Ltd. is a wholly owned subsidiary of U-Haul International, Inc., operating in the Canadian marketplace.

7. U-Haul International, Inc. and U-Haul Co. (Canada) Ltd. are collectively “**U-Haul**”. At all material times, the Defendants functioned as a joint enterprise within which they individually and jointly operated and made pricing representations regarding the Rental Services. Each of the Defendants is an agent of the other for the purposes of the alleged conduct in this claim. U-Haul carries on business in Canada, including British Columbia, by making their Rental Services available for use by Canadians in Canada.

U-Haul’s Rental Services

8. U-Haul operates a platform through which users can, *inter alia*, rent trucks. U-Haul’s platform is available through its website, uhaul.com, and mobile application, U-Haul (the “**U-Haul Mobile Application**”). The website uhaul.com and the U-Haul Mobile Application are the “**Platforms**”. The Platforms function in a substantially similar manner. The access to and use of the Platforms to rent trucks constitute the “**Rental Services**”.

The Environmental Fee

9. U-Haul charges an “**Environmental Fee**” to use the Rental Services without disclosing this fee at the outset of the purchasing process. The Environmental Fee is not imposed by an Act of Parliament or the legislature of a province. As of the date of filing

this Notice of Civil Claim, U-Haul charges an Environmental Fee of \$1.00 per day when the pick-up and drop-off locations are the same (up to a maximum of \$5.00) or \$5.00 when the pick-up and drop-off locations are different. U-Haul may have charged different amounts for the Environmental Fee at other times during the Class Period. The amount of the Environmental Fee throughout the Class Period and the date on which U-Haul began charging the Environmental Fee is known to U-Haul.

Using U-Haul's Rental Services

www.uhaul.com

10. When visiting www.uhaul.com, users first enter their desired “Pick Up Location” and “Pick Up Date”. Users also have the option to input a “Drop Off Location”. Rentals where the “Pick Up Location” is the same as the “Drop Off Location” are “**in-town rentals**”. Rentals where the “Pick Up Location” is different than the “Drop Off Location” are “**one-way rentals**”.

The screenshot displays the U-Haul website interface. At the top, the U-Haul logo is followed by the tagline "Your moving and storage resource." Navigation links include "Careers", "Become a Dealer", "Locations", "Cart", and "Sign In / Orders". A secondary navigation bar lists categories: "Trucks", "Trailers & Towing", "U-Box® Containers", "Storage", "Boxes & Packing Supplies", "Moving Labor", and "Hitches & Accessories".

The main content area features a "Trucks & Trailers" section with a "Storage Units" tab. The "Trucks & Trailers" form includes fields for "Pick Up Location*" (set to "Vancouver, BC"), "Drop Off Location (Optional)" (with a placeholder "Zip or City, State"), and "Pick Up Date*" (set to "06/16/2025"). A "Get Rates" button is positioned below these fields. To the right of the form, a promotional banner for "Moving Made Easier®" features a green price tag graphic stating "In-Town moves from \$19.95 Plus Mileage/Tolls" and text indicating "U-Haul has the largest selection of trucks for your move." The background of this section shows a U-Haul truck parked on a road.

Below the main form, a section titled "U-Haul Offers More for You." displays a row of icons and labels for various services: "Self Storage", "Moving Supplies", "U-Box® Containers", "Trailer Hitches", "Propane", "Moving Labor", "College Moving", "Military Moving", "International Moving", and "Truck Sales".

At the bottom, three horizontal banners with arrows pointing right are labeled "Self-Storage", "Moving Supplies", and "U-Box® Containers". Each banner contains a small image related to its respective service.

11. After entering this information and clicking “Get Rates”, users are directed to a webpage where U-Haul represents:

a) for in-town rentals, the daily base rate and per kilometer cost to rent various trucks through the Platform; or

b) for one-way rentals, the flat rate to rent various trucks through the Platform,

(the “**First Price**”). U-Haul does not include in, or represent alongside, the First Price that users will be charged an Environmental Fee of \$1.00 per day (up to a maximum of \$5.00) for in-town rentals, or \$5.00 for one-way rentals.

12. In the following example, U-Haul represents the First Price of purchasing an in-town rental of an 8-foot Pickup Truck through the Platform as \$19.95 plus \$0.99 per kilometer.

U-HAUL® Your moving and storage resource.

[Careers](#) [Become a Dealer](#) [Locations](#) [Cart](#) [Sign In / Orders](#)

[Trucks](#) [Trailers & Towing](#) [U-Box® Containers](#) [Storage](#) [Boxes & Packing Supplies](#) [Moving Labor](#) [Hitches & Accessories](#) [Q](#)

Rates for Vancouver, BC on 6/16/2025 [Frequently asked rental questions](#)

Trucks	U-Box® Containers	Trailers	Vehicle Towing	Truck & Towing	Truck & Trailer
8' Pickup Truck  Home improvement / Small loads • Inside dimensions: 7'10" x 5'2" x 1'9" (LxWxH) \$19.95 plus \$0.99/kilometer Extended days/miles special rates Select					
9' Cargo Van  Apartment - 1 bedroom / Studio / Deliveries • Inside dimensions: 9'6" x 5'7" x 4'7" (LxWxH) • Door opening: 5'1-1/2" x 4'1-1/2" (WxH) • Holds queen size mattress \$19.95 plus \$0.99/kilometer Extended days/miles special rates Select					
10' Truck  Studio to 1 Bedroom Apt. • Inside dimensions: 9'11" x 6'4" x 6'2" (LxWxH) • Door opening: 5'11" x 5'7" (WxH) • Deck height: 2'5" Length: 9'11" \$19.95 plus \$1.09/kilometer Select					

13. After a user clicks “Select” next to the truck they wish to rent, the user is taken to a webpage on which U-Haul displays various locations where the selected truck is available for pickup. A user must confirm the “Pick Up Date”, “Hours Needed”, and “Pick

Up Time” before continuing through the purchasing process. U-Haul again represents the First Price on this webpage.

U-HAUL® Your moving and storage resource.

[Careers](#) [Become a Dealer](#) [Locations](#) [Cart](#) [Sign In / Orders](#)

[Trucks](#) [Trailers & Towing](#) [U-Box® Containers](#) [Storage](#) [Boxes & Packing Supplies](#) [Moving Labor](#) [Hitches & Accessories](#) [Q](#)

Select a Location

Sort By: ☐ Equipment ☐ Location

☒ Available ☐ Alternate Equipment Available ☐ No Current Availability

Best Match

1 Best Foods Grocery - Available and Closest

1002 12th Ave E
Vancouver, BC V5T 2J6

★★★★☆ 9 reviews

 **Hours**
Mon-Sun: 10:30 am - 7 pm

[View Photos](#)

8' Pickup Truck
\$19.95 plus
\$0.99/kilometer



Alternate Models
8' Pickup Truck

Pick Up Date
6/16/2025

Pick Up Time
3:30 PM

Hours Needed
4 hours

☒ Your reservation is guaranteed or we will give you \$50. [Learn More](#)

[Continue](#)

14. After a user clicks “Continue”, they are asked whether they wish to pick up their truck using the U-Haul Mobile Application or at the counter. After making a selection, the user is taken through a series of webpages where U-Haul invites the user to purchase optional add-ons, namely damage protection, roadside support, additional rental items, storage units, boxing and packing supplies, and moving labour. The user has the option to accept or decline these optional add-on services. U-Haul does not represent the First Price or the Environmental Fee on any of these webpages.

15. After accepting or declining the optional add-on services, the user arrives at the webpage titled “Your Shopping Cart”. On this webpage, U-Haul represents, for the first time, that the user will be charged an Environmental Fee in addition to the First Price.

Your moving and storage resource.

[Careers](#)
[Become a Dealer](#)
[Locations](#)
[Cart](#)

Sign In / Orders

[Trucks](#)
[Trailers & Towing](#)
[U-Box® Containers](#)
[Storage](#)
[Boxes & Packing Supplies](#)
[Moving Labor](#)
[Hitches & Accessories](#)

Trucks

U-Box® Containers

Trailers

Vehicle Towing

Truck & Towing

Truck & Trailer

Returning your rental equipment to your pickup location may **save you money.**

Drop off your truck at:

[Pick Up Location](#)

Different Location

10' Truck

Studio to 1 Bedroom Apt.

- Inside dimensions: 9'11" x 6'4" x 6'2" (LxWxH)
- Door opening: 5'11" x 5'7" (WxH)
- Deck height: 2'5" Length: 9'11"
- Loading ramp: None

\$171.00

Rate includes up to 1 day of use and 48 kilometers.

☐ Tow my car

Select

15' Truck

1 Bedroom Home to 2 Bedroom Apt.

- Inside dimensions: 15' x 7'8" x 7'2" (LxWxH)
- Door opening: 7'3" x 6'5" (WxH)
- Deck height: 2'9" Length: 12'5"
- EZ-Load Ramp

\$181.00

Rate includes up to 1 day of use and 48 kilometers.

☐ Tow my car

Select

19. After a user clicks "Select" next to the truck they wish to rent, the user is taken to a webpage on which U-Haul displays various locations where the selected truck is available for pickup. A user must confirm the "Pick Up Date" and "Pick Up Time" before continuing through the purchasing process. U-Haul again represents the First Price on this webpage.

Your moving and storage resource.

[Careers](#)
[Become a Dealer](#)
[Locations](#)
[Cart](#)

Sign In / Orders

[Trucks](#)
[Trailers & Towing](#)
[U-Box® Containers](#)
[Storage](#)
[Boxes & Packing Supplies](#)
[Moving Labor](#)
[Hitches & Accessories](#)

Rates for Vancouver, BC to Burnaby, BC on 6/16/2025

[Frequently asked rental questions](#)

Trucks

U-Box® Containers

Trailers

Vehicle Towing

Truck & Towing

Truck & Trailer

Returning your rental equipment to your pickup location may **save you money.**

Drop off your truck at:

[Pick Up Location](#)
[✓ Different Location](#)

10' Truck	Studio to 1 Bedroom Apt. • Inside dimensions: 9'11" x 6'4" x 6'2" (LxWxH) • Door opening: 5'11" x 5'7" (WxH) • Deck height: 2'5" Length: 9'11" • Loading ramp: None	\$171.00 Rate includes up to 1 day of use and 48 kilometers. ☐ Tow my car Select
15' Truck	1 Bedroom Home to 2 Bedroom Apt. • Inside dimensions: 15' x 7'8" x 7'2" (LxWxH) • Door opening: 7'3" x 6'5" (WxH) • Deck height: 2'9" Length: 12'5" • EZ-Load Ramp	\$181.00 Rate includes up to 1 day of use and 48 kilometers. ☐ Tow my car Select

19. After a user clicks “Select” next to the truck they wish to rent, the user is taken to a webpage on which U-Haul displays various locations where the selected truck is available for pickup. A user must confirm the “Pick Up Date” and “Pick up Time” before continuing through the purchasing process. U-Haul again represents the First Price on this webpage.

U-HAUL®

Your moving and storage resource.

[Careers](#)
[Become a Dealer](#)
[Locations](#)
[Cart](#)

Sign In / Orders

[Trucks](#)
[Trailers & Towing](#)
[U-Box® Containers](#)
[Storage](#)
[Boxes & Packing Supplies](#)
[Moving Labor](#)
[Hitches & Accessories](#)

Q

Select a Location

Sort By:

☐ Equipment
 ☐ Location

List

Map

1

U-Haul Moving & Storage at SE Marine Dr

[1070 SE Marine Dr](#)
[Vancouver, BC V5X2V4](#)
 (No on-site parking available for customers during rental)

★★★★★

17217 reviews



Hours

Mon-Thur: 7 am - 7 pm

Fri: 7 am - 8 pm

Sat: 7 am - 7 pm

Sun: 9 am - 5 pm

[View Photos](#)

10' Truck

\$171.00



Preferred Pick Up Date

6/16/2025



Preferred Pick Up Time

5:00 AM



Continue

2

Fraser Speedway Shipping

[5965 Fraser St](#)
[Vancouver, BC V5W2Z6](#)

★★★★☆

266 reviews



Hours

Mon-Sat: 10 am - 6 pm

Sun: Closed

10' Truck

\$171.00



Preferred Pick Up Date

6/16/2025



Preferred Pick Up Time

Select



Continue

20. After a user clicks “Continue”, the user is asked whether they wish to pick up their truck using the U-Haul Mobile Application or at the counter. After making a selection, the user is taken to a webpage and given the option to select their desired “Drop Off Location”, and is thereafter taken through a series of webpages where U-Haul invites the user to purchase optional add-ons, namely damage protection, roadside support, additional rental items, storage units, boxing and packing supplies, and moving labour. The user has the option to accept or decline these optional add-on services. U-Haul does not represent the First Price or the Environmental Fee on any of these webpages.

21. After accepting or declining the optional add-on services, the user arrives at the webpage titled “Your Shopping Cart”. On this webpage, U-Haul represents, for the first time, that the user will be charged an Environmental Fee in addition to the First Price.

9

Your moving and storage resource.

[Careers](#)
[Become a Dealer](#)
[Locations](#)
[Cart](#)
[Sign In / Orders](#)

[Trucks](#)
[Trailers & Towing](#)
[U-Box® Containers](#)
[Storage](#)
[Boxes & Packing Supplies](#)
[Moving Labor](#)
[Hitches & Accessories](#)

A 10' Truck has been added to your cart.

Your rental may qualify you for [one month of free storage](#) at a participating location.

Your Shopping Cart

Equipment Rental

10' Truck
(One-way)
Rates include up to 1 day(s) and 48 kilometers

1

\$171.00 CAD

[ENVIRONMENTAL FEE](#)

\$5.00
CAD

Preferred Pickup
6/16/2025 at 5:00 AM
U-Haul Moving & Storage at SE Marine Dr

Drop Off: 6/17/2025
Burnaby, BC

Damage Coverage
None Selected

Due Today:

\$0.00 CAD

All rates are in CAD and do not include sales tax or shipping.

[Apply discount code \(Optional\)](#)

Check Out

Due at Pick Up:
Equipment Rental

\$176.00

Save This Quote

Need extra space?

Climate control & 24-hour access available.
[Find Storage Locations](#)

Rental Dollies/Pads

Hire Moving Help to do the work for you!

22. In this example, instead of charging the represented First Price of \$171.00 for the Rental Services, U-Haul additionally charges a \$5.00 Environmental Fee. In total, U-Haul charges a Second Price of \$176.00 (plus tax).

23. U-Haul does not disclose the fact or amount of the Environment Fee until the user nears the conclusion of the purchasing process and after the user has made a series of purchasing decisions. Clicking the “Environmental Fee” hyperlink opens a pop-up window wherein U-Haul defines the Environmental Fee.

What is the ENVIRONMENTAL FEE?

All U-Haul Vehicle rentals are subject to an environmental fee used to support and foster the development and maintenance of sustainable U-Haul business operations. For example, operations that directly benefit our customers include, but are not limited to, the use of aerodynamic fuel-saving truck skirts, the fuel economy gauge, CNG and propane trucks, storage re-use centers, and an expanding alt-fuel propane infrastructure. The fee also partially covers operations that indirectly benefit our customers, such as energy-efficient lighting and HVAC retrofits, waste-oil heaters, water recycling units, van-body storage units, permeable ground cover and other water/energy saving projects.

24. To finalize the purchase of the selected truck rental, a user clicks “Check Out” and proceeds to a checkout process, which includes providing personal and credit card

information and verifying the anticipated primary driver of the rented truck. At the final stage of the checkout process, U-Haul represents the First Price as the subtotal. U-Haul does not represent the subtotal as inclusive of the Environmental Fee (i.e. the Second Price).

25. The sub-total is due upon pickup of the truck rental. All other charges are calculated and charged upon drop off of the truck rental.

The U-Haul Mobile Application

26. To use the U-Haul Mobile Application, users first select a type of reservation (the options include, among others, “Trucks”, “Trailers & Towing”, and “Storage”). After selecting “Trucks”, a user is prompted to enter their desired “Pick Up Location” and “Pick Up Date”. Users also have the option to provide a “Drop Off Location”.

The screenshot displays the U-Haul Mobile Application interface. At the top, there is a navigation bar with a blue back arrow and the text "Home" on the left, and a blue shopping cart icon with a red notification bubble containing the number "1" on the right. Below this is a white card titled "U-Haul Truck Rentals". Inside the card, there are three input fields: "Pick Up Location" with the text "Vancouver, BC" and a blue location pin icon; "Drop Off Location" with the placeholder text "Zip or City, State"; and "Pick Up Date" with the date "06/16/2025" and a calendar icon. To the right of these fields is a black button with the text "Get Rates". Below the white card is a large dark blue rectangular area. At the bottom of the screen is a navigation bar with five icons and labels: a house icon for "Home", a location pin icon for "Locations", a toolbox icon for "Tools", a triangle icon for "Roadside", and a question mark icon for "Support".

27. After entering this information and clicking “Get Rates”, the user is directed to a mobile page where U-Haul represents the First Price of in-town rentals and one-way rentals. U-Haul does not include in, or represent alongside, the First Price that users will be charged an Environmental Fee of \$1.00 per day (up to a maximum of \$5.00) for in-town rentals, or a flat \$5.00 for one-way rentals.

28. In the following example, U-Haul represents the First Price of purchasing an in-town rental of an 8-foot Pickup Truck through the Platform as \$19.95 plus \$0.99 per kilometer.

[< Home](#)

Rates for Vancouver, BC on 6/16/2025

Reservation Type: Trucks

Trucks	U-Box® Containers	Trailers
Vehicle Towing	Truck & Towing	Truck & Trailer

8' Pickup Truck

Home improvement /
Small loads
[More Info](#) 

\$19.95
plus \$0.99/kilometer
[Extended days/miles special rates](#)
Select

9' Cargo Van

Apartment - 1 bedroom /
Studio / Deliveries
[More Info](#) 

\$19.95
plus \$0.99/kilometer
[Extended days/miles special rates](#)
Select

 Home  Locations  Tools  Roadside  Support

29. After a user clicks "Select" next to the truck they wish to rent, the user is taken to a mobile page on which U-Haul displays various locations where the selected truck is available for pickup. U-Haul does not represent the First Price or the Environmental Fee on this mobile page.

30. After a user clicks "Select" next to the location from which they desire to pick up their truck, they are prompted to confirm the "Pick Up Date" and enter the "Hours Needed" and "Pick Up Time". U-Haul again represents the First Price on this mobile page.

The screenshot displays the U-Haul mobile app interface for selecting a location and confirming reservation details. At the top, there is a navigation bar with a "Home" link and a shopping cart icon with a red notification badge showing "1". Below the navigation bar are three tabs: "List", "Map", and "Sort". The main content area is titled "Available and Closest" and lists a location: "1 U-Haul Moving & Storage at SE Marine Dr". The address is "1070 SE Marine Dr, Vancouver, BC V5X2V4", with a note: "(No on-site parking available for customers during rental)". Below the address are links for "Hours of operation" and "Photos", followed by a star rating and "17219 reviews". The selected truck is an "8' Pickup Truck" priced at "\$19.95 plus \$0.99/kilometer", accompanied by a small image of the truck. Under "Alternate Models", a dropdown menu shows "8' Pickup Truck". The reservation details section includes a "Pick Up Date" field set to "6/16/2025", an "Hours Needed" dropdown set to "4 hours", and a "Pick Up Time" dropdown set to "8:00 AM". At the bottom of this section are "Close" and "Continue" buttons. A green checkmark and text state: "Your reservation is guaranteed or we will give you \$50." with a "Learn More" link. The bottom navigation bar contains icons for "Home", "Locations", "Tools", "Roadside", and "Support".

31. After a user clicks "Continue", the user is asked whether they wish to pick up their truck using the U-Haul Mobile Application or at the counter. After making a selection, the

user is taken through a series of mobile pages where U-Haul invites the user to purchase optional add-ons, namely damage protection, roadside support, additional rental items, storage units, boxing and packing supplies, and moving labour. The user has the option to accept or decline these optional add-on services. U-Haul does not represent the First Price or the Environmental Fee on any of these mobile pages.

32. After accepting or declining the optional add-on services, the user arrives at the mobile page titled “Your Shopping Cart”. On this mobile page, U-Haul represents, for the first time, that the user will be charged an Environmental Fee in addition to the First Price.

The image displays three screenshots of the U-Haul mobile app's 'Your Shopping Cart' page. The first screenshot shows a confirmation message: 'A 8' Pickup Truck has been added to your cart. Save your back! Hire a Moving Helper in your area to load your equipment.' Below this is a 'Check Out' button. The second screenshot shows the 'Equipment Rental' details. It lists '8' Pickup Truck (In-Town)' for \$19.95 CAD plus \$0.99/kilometer. It also shows an 'ENVIRONMENTAL FEE' of \$1.00 CAD. The third screenshot shows the 'Rental Dollies/Pads' section with options for Furniture Dolly, Appliance Dolly, Furniture Pads, and Utility Dolly, all at \$0.00. The subtotal is \$20.95 CAD plus \$0.99/kilometer. The bottom of each screenshot shows a navigation bar with icons for Home, Locations, Tools, Roadside, and Support.

33. In this example, instead of charging the represented First Price of \$19.95 multiplied by the number of days the truck is being rented, plus \$0.99 per kilometer, for the Rental Services, U-Haul additionally charges a \$1.00 Environmental Fee. In total, U-Haul charges a Second Price of \$20.95 plus \$0.99 per kilometer (plus tax).

34. U-Haul engages in similar conduct in respect of one-way rentals. After a user enters their desired “Pick Up Location” and “Pick Up Date”, and a “Drop Off Location” that

is different than the “Pick Up Location” and clicks “Get Rates”, the user is taken to a mobile page and is asked to confirm that they wish to drop the rented truck at a location different than the “Pick Up Location”. After clicking “Different Location”, U-Haul represents the First Price of purchasing a one-way rental.

35. In the following example, U-Haul represents the First Price of purchasing a one-way rental of a 10-foot Truck through the Platform with pick-up and drop-off locations in Vancouver, British Columbia and Burnaby, British Columbia, respectively, as \$171.00.

[← Home](#)

**Rates for Vancouver, BC to Burnaby, BC
on 6/16/2025**

Reservation Type: Trucks

Trucks	U-Box® Containers	Trailers
Vehicle Towing	Truck & Towing	Truck & Trailer

Returning your rental equipment to your pickup location may **save you money.**

Drop off your truck at:

[Pick Up Location](#) [✓ Different Location](#)

10' Truck

Studio to 1 Bedroom Apt.
[More Info](#) 

\$171.00
Rate includes up to **1 day** of use and **48 kilometers.**
☐ Tow my car
[Select](#)

 Home

 Locations

 Tools

 Roadside

 Support

36. After a user clicks “Select” next to the truck they wish to rent, the user is taken to a mobile page on which U-Haul displays various locations where the selected truck is

available for pickup. U-Haul does not represent the First Price or the Environmental Fee on this mobile page.

37. After a user clicks “Select” next to the location from which they desire to pick up their truck, they are prompted to confirm the “Pick Up Date” and enter the desired “Pick Up Time”. U-Haul again represents the First Price on this mobile page.

< Home 

List Map Sort

Select a Location

1 U-Haul Moving & Storage at SE Marine Dr

1070 SE Marine Dr
Vancouver, BC V5X2V4
(No on-site parking available for customers during rental)

Hours of operation | Photos

★★★★★ 17219 reviews

10' Truck
\$171.00



Preferred Pick Up Date: 6/16/2025 

Preferred Pick Up Time: 7:30 AM 

Close Continue

2 Fraser Speedway Shipping

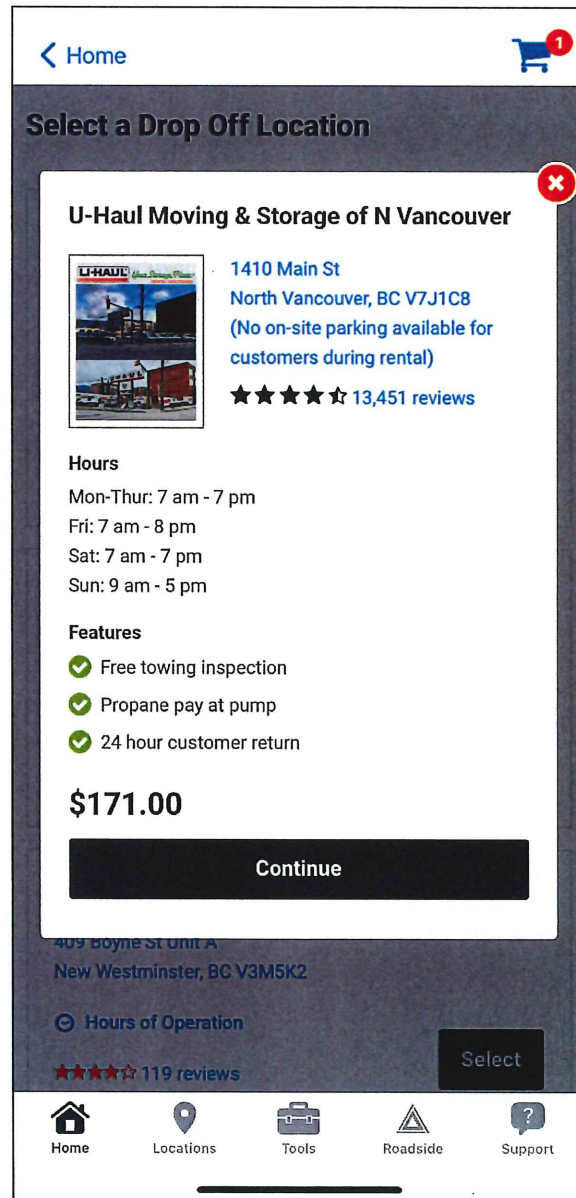
5965 Fraser St
Vancouver, BC V5W2Z6

Select

Home Locations Tools Roadside Support

38. After a user clicks “Continue”, the user is asked whether they wish to pick up their truck using the U-Haul Mobile Application or at the counter. After making a selection, the next mobile page prompts the user to select a “Drop Off Location”. U-Haul does not represent the First Price or the Environmental Fee on either of these mobile pages.

39. After a user clicks “Select” next to their desired drop off location, a pop-up which provides additional information about the selected drop off location appears. U-Haul again represents the First Price on this pop-up.



40. After a user clicks “Continue”, the user is taken through a series of mobile pages where U-Haul invites the user to purchase optional add-ons, namely damage protection, roadside support, additional rental items, storage units, boxing and packing supplies, and moving labour. The user has the option to accept or decline these optional add-on services. U-Haul does not represent the First Price or the Environmental Fee on any of these mobile pages.

41. After accepting or declining the optional add-on services, the user arrives at the mobile page titled “Your Shopping Cart”. On this mobile page, U-Haul represents, for the first time, that the user will be charged an Environmental Fee in addition to the First Price.

The image displays three sequential screenshots of the U-Haul mobile application interface, illustrating the checkout process for a truck rental.

Screenshot 1 (Left): "Your Shopping Cart"
 - Header: "< Home" with a shopping cart icon showing 1 item.
 - Notification: "A 10' Truck has been added to your cart."
 - Offer: "Your rental may qualify you for one month of free storage at a participating location."
 - Item: "10' Truck (One-way)" with quantity 1, price \$171.00 CAD. Details: "Rates include up to 1 day(s) and 48 kilometers".
 - Subtotal: "Due Today: \$0.00 CAD".
 - Note: "All rates are in CAD and do not include sales tax or shipping."
 - Button: "Apply discount code (Optional)".
 - Button: "Check Out".
 - Section: "Due at Pick Up: Equipment Rental \$176.00".
 - Button: "Save This Quote".
 - Section: "Equipment Rental" with a note about a local representative call and a requirement to use the mobile device at pickup.
 - Bottom Navigation: Home, Locations, Tools, Roadside, Support.

Screenshot 2 (Middle): "Check Out"
 - Header: "< Home" with a shopping cart icon showing 1 item.
 - Subtotal: "Due Today: \$0.00 CAD".
 - Button: "Check Out".
 - Item: "10' Truck (One-way)" with quantity 1, price \$171.00 CAD. Details: "Rates include up to 1 day(s) and 48 kilometers".
 - Fee: "ENVIRONMENTAL FEE \$5.00 CAD".
 - Section: "Preferred Pickup" with date/time "6/16/2025 at 7:30 AM" and location "U-Haul Moving & Storage at SE Marine Dr".
 - Section: "Drop Off: 6/17/2025" with location "U-Haul Moving & Storage of N Vancouver 1410 Main St North Vancouver, BC V7J1C8".
 - Section: "Damage Coverage" with "None Selected" and price "\$0.00 CAD".
 - Section: "Rental Dollies/Pads" with a dropdown for "Furniture Dolly" set to 0 and price "\$0.00".
 - Bottom Navigation: Home, Locations, Tools, Roadside, Support.

Screenshot 3 (Right): "Check Out"
 - Header: "< Home" with a shopping cart icon showing 1 item.
 - Subtotal: "Due Today: \$0.00 CAD".
 - Button: "Check Out".
 - Item: "6/16/2025 at 7:30 AM U-Haul Moving & Storage at SE Marine Dr".
 - Item: "Drop Off: 6/17/2025 U-Haul Moving & Storage of N Vancouver 1410 Main St North Vancouver, BC V7J1C8".
 - Section: "Damage Coverage" with "None Selected" and price "\$0.00 CAD".
 - Section: "Rental Dollies/Pads" with dropdowns for "Furniture Dolly", "Appliance Dolly", "Furniture Pads", and "Utility Dolly", all set to 0 and price "\$0.00".
 - Subtotal: "Subtotal: \$176.00 CAD".
 - Button: "Show Estimated Taxes".
 - Bottom Navigation: Home, Locations, Tools, Roadside, Support.

42. In this example, instead of charging the represented First Price of \$171.00 for the Rental Services, U-Haul additionally charges a \$5.00 Environmental Fee. In total, U-Haul charges a Second Price of \$176.00 (plus tax).

43. To finalize the purchase of the selected truck rental, a user clicks “Check Out” and proceeds to a checkout process, which includes providing personal and credit card information and verifying the anticipated primary driver of the rented truck. At the final stage of the checkout process, U-Haul represents the First Price as the subtotal. U-Haul does not represent the subtotal as inclusive of the Environmental Fee (i.e. the Second Price).

44. The sub-total is due upon pickup of the truck rental. All other charges are calculated and charged upon drop off of the truck rental.

U-Haul's Misconduct

45. At material times, U-Haul represented and clearly expressed that the Rental Services were available at the First Price. U-Haul represented and clearly expressed the First Price on the Platforms, each of which constitutes a point-of-purchase display.

46. At material times further along in the purchasing process, U-Haul then represented that the Rental Services were available only at the Second Price. U-Haul did this on the Platforms, each of which constitutes a point-of-purchase display.

47. At material times, the Rental Services were not available at the First Price due to the addition of the Environmental Fee, which constitutes a fixed obligatory charge or fee imposed by U-Haul.

48. At material times, U-Haul represented two different prices for the Rental Services.

49. U-Haul did not represent the Environmental Fee or the Second Price when it represented the First Price to users. The Second Price exceeded the First Price. U-Haul charged, and users paid, the Second Price.

50. At material times, U-Haul represented the First Price and the Second Price at different stages of the same booking process. U-Haul did not add an additional service element or provide an additional service when it added the Environmental Fee. The Rental Services remained the same service at every stage of the booking process.

51. U-Haul's representation of the First Price was false and misleading because users were never able to pay the First Price but instead had to pay the higher Second Price.

52. At material times, U-Haul knew or was reckless or willfully blind to the fact that representing that the Rental Services would cost the First Price was false or misleading in a material respect because these services were never available at the First Price.

53. At material times, U-Haul exercised total control over the pricing of the Rental Services and how they represented this information to the Plaintiff and Class Members.

54. At material times, there existed a cognitive asymmetry between U-Haul and the Plaintiff and Class Members as to how the prices of the Rental Services were represented.

55. At material times, the reasonable expectations of the Plaintiff and Class Members regarding the Rental Services at the times that they viewed the First Price included, *inter alia*, that:

- a) the Rental Services would be attainable at the First Price; and
- b) the First Price was an accurate representation of the price at which the Plaintiff and Class Members could purchase the Rental Services.

56. At material times, and contrary to the reasonable expectations of the Plaintiff and Class Members, the material terms and conditions of the bargain for the Rental Services included, *inter alia*:

- a) the Rental Services could not be purchased for the First Price; and/or
- b) the First Price was not an accurate representation of the price at which the Plaintiff and Class Members could purchase the Rental Services.

57. At material times, the terms and conditions of the bargain for the Rental Services violated the reasonable expectations of the Plaintiff and Class Members.

58. U-Haul obtained a portion of the purchase price paid by the Plaintiff and Class Members for the Rental Services as a result of U-Haul's breach(es) of the *Competition Act*, the *BPCPA*, and/or related provincial consumer protection legislation.

59. The Plaintiff and Class Members were the source of the money acquired by U-Haul, in the form and quantity of some of the purchase price paid by them for the Rental Services.

60. The Plaintiff and Class Members each have an interest in some of the funds received from them by U-Haul, either directly or indirectly, for the Rental Services.

61. The Plaintiff has sent a letter to U-Haul advising therein that Consumer Subclass Members who are “consumers” within the meaning of the *Consumer Protection Act* (2002), SO 2002, c 30, Sched. A (the “**Ontario CPA**”), the *Business Practices Act*, RSPEI 1988, c B-7 (the “**PEI BPA**”), the *Consumer Protection Act*, RSA 2000, c C-26.3 (the “**Alberta CPA**”), and the *Consumer Protection Act*, SNB 2024 c 1 (the “**New Brunswick CPA**”) seek damages and/or restitution pursuant to the *Ontario CPA*, the *PEI BPA*, the *Alberta CPA*, and the *New Brunswick CPA*, respectively, due to U-Haul’s misconduct particularized in this Notice of Civil Claim. In the alternative, the notice requirements in the *Ontario CPA*, the *PEI BPA*, the *Alberta CPA*, and the *New Brunswick CPA* are fulfilled by the filing of this Notice of Civil Claim. In the further alternative, the interests of justice warrant dispensing with the notice requirement for Consumer Subclass Members in Ontario, Prince Edward Island, Alberta, and New Brunswick.

62. U-Haul entered into contracts with the Plaintiff and Class Members for the sale and supply of the Rental Services. U-Haul has been enriched by the receipt of some of the purchase price paid by the Plaintiff and Class Members and received by U-Haul, directly or indirectly, for the Rental Services. The Plaintiff and Class Members have suffered a corresponding deprivation of these same amounts.

Harm to the Plaintiff and Class Members

63. As a result of U-Haul’s breach(es) of the *Competition Act*, the Plaintiff and Class Members suffered loss and/or damage in an amount including but not limited to the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period.

64. As a result of U-Haul’s breach(es) of the *BPCPA* and/or related provincial consumer protection legislation, the Plaintiff and Consumer Subclass Members suffered loss and/or damage in an amount including but not limited to the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period.

65. Due to U-Haul’s representations that the Rental Services were available at the First Price, the Plaintiff and Class Members obtained less value for money than they had expected to obtain after having viewed the First Price because the Rental Services were unattainable at the First Price and could only be purchased at the Second Price.

66. Further or in the alternative, U-Haul's representations that the Rental Services were available at the First Price caused the price of the Rental Services to be higher than the market otherwise would have tolerated absent this conduct.

Part 2: RELIEF SOUGHT

67. The Plaintiff claims on his own behalf and on behalf of other members of the Class:

- a) an order certifying this action as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c 50 (the "***Class Proceedings Act***");
- b) an order appointing him as representative Plaintiff under the *Class Proceedings Act*;
- c) a declaration that U-Haul has engaged in conduct contrary to Part VI of the *Competition Act*;
- d) damages under section 36 of the *Competition Act*, in an amount which includes but is not limited to the Environmental Fees, plus taxes on the Environmental Fees, paid by the Plaintiff and Class Members during the Class Period;
- e) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- e) a declaration under section 172(1)(a) of the *BPCPA* that U-Haul has breached sections 4-5 and/or 8-9 of the *BPCPA*;
- f) an injunction under subsection 172(1)(b) of the *BPCPA* to restrain further breaches of the *BPCPA* by requiring U-Haul to clearly disclose, at the earliest reasonable opportunity during the purchasing process on the Platforms, that an Environmental Fee will be charged as follows:
 - i. \$1.00 per day (up to a maximum of \$5.00) for in-town rentals; or
 - ii. a flat fee of \$5.00 for one-way rentals;

- g) damages under section 171 of the *BPCPA*, in an amount which includes but is not limited to the Environmental Fees, plus taxes on the Environmental Fees, paid by the Plaintiff and Consumer Subclass Members in British Columbia during the Class Period;
- h) a restoration order under section 172(3)(a) of the *BPCPA* in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by the Plaintiff and Consumer Subclass Members in British Columbia during the Class Period;
- i) relief for contraventions of extra-provincial consumer protection legislation (collectively with the *BPCPA*, the “**Consumer Protection Legislation**”), as follows:
 - i. damages and/or restitution pursuant to subsections 7(1), 7(3), 13(2), and/or 142.1(2) of the *Alberta CPA*;
 - ii. damages and/or restitution pursuant to subsection 93(1) of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2;
 - iii. damages and/or repayment pursuant to subsection 23(2) of *The Business Practices Act*, CCSM, c B120;
 - iv. damages, or in the alternative restitution, pursuant to subsections 18(1) and/or 18(2) of the *Ontario CPA*;
 - v. damages, or in the alternative restitution, pursuant to subsection 4(1) of the *PEI BPA*;
 - vi. damages pursuant to section 10 of the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; and
 - vii. damages pursuant to subsections 14(2) and/or 16(3) of the *New Brunswick CPA*;
- j) a declaration that U-Haul has been unjustly enriched by the receipt of some, or all, of the purchase price paid by the Plaintiff and Class Members and received by U-Haul, directly or indirectly, for the Rental Services;

- k) an order that U-Haul account for and make restitution to the Plaintiff and Class Members an amount equal to the amount by which U-Haul is found to have been unjustly enriched;
- l) pre-judgment and post-judgment interest under the *Court Order Interest Act*, RSBC 1996, c 79 (the “**Court Order Interest Act**”); and
- m) such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

68. The Plaintiff and Class Members plead and rely on the *Competition Act*, the Consumer Protection Legislation, the *Class Proceedings Act*, the *Limitation Act*, SBC 2012, c 13, the *Limitation Act*, RSBC 1996, c 266, the *Court Order Interest Act*, the *Court Jurisdiction And Proceedings Transfer Act*, SBC 2003, c 28 (the “**Court Jurisdiction And Proceedings Transfer Act**”), the Supreme Court Civil Rules, and related enactments.

Competition Act – General Provisions

69. The *Competition Act* applies to business transacted in Canada. U-Haul has breached sections 52, 52(1.3), and/or 54 of the *Competition Act*, as amended from time to time.

70. The Rental Services constitute a “product” within the meaning of sections 2, 52, 52(1.3), and 54 of the *Competition Act*.

Competition Act – Sections 52 and 52(1.3) (False or Misleading Representations and Drip Pricing)

71. Section 52 of the *Competition Act* prohibits false or misleading representations.

72. Section 52(1.3) of the *Competition Act* prescribes that making a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation. This conduct is known as drip pricing.

73. U-Haul breached sections 52 and/or 52(1.3) of the *Competition Act* by representing that the Rental Services were available at the First Price when U-Haul knew or was

reckless or willfully blind to the fact that this representation was false or misleading in a material respect.

74. U-Haul's representations that the Rental Services were available at the First Price were false or misleading in a material respect because the Rental Services were not attainable at the First Price due to the addition of the Environmental Fee, which constitutes a fixed obligatory charge and/or fee imposed by U-Haul.

75. This conduct was done for the purpose of promoting, directly or indirectly, the supply or use of the Rental Services and U-Haul's business interests in attracting customers to purchase the Rental Services.

76. The First Price was represented on a point-of-purchase display or was otherwise made available to members of the public.

Competition Act – Section 54 (Double Ticketing)

77. Further, and in the alternative, U-Haul breached section 54 of the *Competition Act*.

78. Section 54 of the *Competition Act* prohibits the supply of a product at a price that exceeds the lowest of two or more prices which are clearly expressed on, *inter alia*, a point-of-purchase display. This conduct is referred to as double ticketing.

79. U-Haul expressed both the First Price and the Second Price on the point-of-purchase displays on the Platforms and supplied the Rental Services at the Second Price, which exceeded the First Price.

80. U-Haul at all times controlled how prices were displayed on the point-of-purchase displays on the Platforms, and U-Haul at all times knew or was reckless or willfully blind to its representation of two different prices for the same product.

Competition Act - Damages

81. As a result of U-Haul's breach(es) of sections 52, 52(1.3), and/or 54 of the *Competition Act*, the Plaintiff and Class Members suffered loss and/or damage. In particular, by paying the Second Price for the Rental Services, the Plaintiff and Class

Members obtained less value for money than they expected to obtain after having viewed the First Price because the Rental Services were unattainable at the First Price and could only be purchased at the Second Price. Further or in the alternative, U-Haul's breach(es) of the *Competition Act* caused the prices of the Rental Services to be higher than the market would have otherwise tolerated absent this conduct. By paying these higher prices, the Plaintiff and Class Members suffered loss and/or damage.

82. The Plaintiff and Class Members were entitled to pay U-Haul only the First Price (plus lawful taxes) for the Rental Services. The Plaintiff and Class Members are entitled to damages in an amount equal to the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period. Further or in the alternative, the Plaintiff and Class Members are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul's conduct in breach of the *Competition Act*.

Business Practices and Consumer Protection Act – General Provisions

83. U-Haul has breached the *BPCPA*.

84. The Plaintiff and Consumer Subclass Members in British Columbia are "consumers" within the meaning of section 1 of the *BPCPA*. The Rental Services are "services" within the meaning of section 1. U-Haul is a "supplier" within the meaning of section 1. The sale and/or supply of each of the Rental Services in British Columbia is a "consumer transaction" within the meaning of section 1.

85. Consumer Subclass Members resident outside of British Columbia plead and rely on the equivalent provisions of the other Consumer Protection Legislation applicable to them, each as amended from time to time and with regulations in force at material times, as set out in Schedule A to this Notice of Civil Claim.

Business Practices and Consumer Protection Act – Sections 4-5 (Deceptive Acts or Practices)

86. U-Haul has breached sections 4-5 of the *BPCPA*. U-Haul's actions constitute deceptive acts or practices.

87. Section 5 of the *BPCPA* prohibits suppliers from engaging in deceptive acts or practices in respect of consumer transactions. Once it is alleged that a supplier committed or engaged in a deceptive act or practice, the burden of proof that the deceptive act or practice was not committed or engaged in is on the supplier.

88. U-Haul engaged in conduct contrary to, *inter alia*, subsections 4(3)(a)(v)-(vi), 4(3)(b)(vi), and/or 4(3)(c)(i)-(ii) by representing:

- a) that the Rental Services were available at the First Price when these services were not available at the First Price and were only available at the Second Price; and/or
- b) two different prices for the Rental Services (i.e. the First Price and the Second Price) and charging the higher of the two prices (i.e. the Second Price).

89. Further and in the alternative, the entire process users must go through to use the Rental Services set out in paragraphs 10 to 25 and 26 to 45 above is deceptive because the manner and sequence in which the First Price and Second Price are presented to the user has the capability, tendency, or effect of deceiving or misleading a consumer regarding the price they are paying and/or the value they are receiving for the Rental Services.

90. U-Haul breached sections 4-5 of the *BPCPA* regardless of whether their conduct was contrary to any of the factors enumerated under subsection 4(3) as their conduct had the capability, tendency, or effect of deceiving or misleading the Plaintiff and Consumer Subclass Members in British Columbia.

Business Practices and Consumer Protection Act – Sections 8-9 (Unconscionable Acts or Practices)

91. U-Haul has breached sections 8-9 of the *BPCPA*. U-Haul's actions constitute unconscionable acts or practices.

92. Section 9 of the *BPCPA* prohibits suppliers from engaging in unconscionable acts or practices in respect of consumer transactions. Once it is alleged that a supplier

committed or engaged in an unconscionable act or practice, the burden of proof that the unconscionable act or practice was not committed or engaged in is on the supplier.

93. That the above-described conduct constitutes an unconscionable act or practice is informed by the circumstances enumerated under subsection 8(3) of the *BPCPA*, and in particular subsection 8(3)(b). However, U-Haul's conduct breached sections 8-9 of the *BPCPA* regardless of whether it was contrary to any of the factors enumerated under subsection 8(3).

94. Through their total control over the pricing of the Rental Services and how this information was represented to the Plaintiff and Consumer Subclass Members in British Columbia, U-Haul misled consumers as to the price of the Rental Services. U-Haul's total control over the pricing of the Rental Services and how they represented this information created a cognitive asymmetry whereby the Plaintiff and Consumer Subclass Members in British Columbia could not understand or appreciate important terms and conditions of the bargain for the Rental Services, namely that:

- a) the Rental Services could not be purchased for the First Price; and/or
- b) the First Price was not an accurate representation of the price at which the Plaintiff and Class Members could purchase the Rental Services.

95. These terms and conditions of the bargains between U-Haul and Consumer Subclass Members in British Columbia were inequitable and/or excessive because they violated the reasonable expectations of the Consumer Subclass Members in British Columbia at the time that they viewed the First Price, including, *inter alia*, that:

- a) the Rental Services would be attainable at the First Price; and
- b) the First Price was an accurate representation of the price at which the Plaintiff and Consumer Subclass Members in British Columbia could purchase the Rental Services.

96. The Plaintiff and Consumer Subclass Members in British Columbia have been unduly disadvantaged by these inequitable and/or excessive terms and conditions of the bargain for the Rental Services as a result of acquiring less value for money than they

expected to receive when they viewed the First Price. U-Haul was unduly advantaged through their unlawful receipt of these amounts.

97. The cognitive asymmetry resulting from U-Haul's total control of the pricing of the Rental Services and how they represented this information amounted to an inequality of bargaining power which created the potential for U-Haul to receive an undue advantage, and for the Plaintiff and Consumer Subclass Members in British Columbia to be unduly disadvantaged. This potential was realized when U-Haul leveraged the cognitive asymmetry between the parties and misrepresented the estimated value of the Rental Services at the First Price. These misrepresentations, the falsehood of which the Plaintiff and Consumer Subclass Members in British Columbia were ignorant as a result of the cognitive asymmetry, resulted in the bargain for the Rental Services being improvident. U-Haul has therefore committed an unconscionable act or practice.

Business Practices and Consumer Protection Act - Remedies

98. The Plaintiff and Consumer Subclass Members in British Columbia have an interest in, and were the source of, the funds received from them by U-Haul for the Rental Services obtained due to U-Haul's breach(es) of sections 4-5 and/or 8-9 of the *BPCPA*.

99. The Plaintiff and Consumer Subclass Members in British Columbia are entitled to a declaration under subsection 172(1)(a) of the *BPCPA* that U-Haul has breached sections 4-5 and/or 8-9 of the *BPCPA*.

100. The Plaintiff and Consumer Subclass Members in British Columbia are entitled to an injunction under subsection 172(1)(b) of the *BPCPA* to restrain further breaches of the *BPCPA* by requiring U-Haul to clearly disclose, at the earliest reasonable opportunity during the purchasing process on the Platforms, that an Environmental Fee will be charged as follows:

- a) \$1.00 per day (up to a maximum of \$5.00) for in-town rentals; or
- b) a flat fee of \$5.00 for one-way rentals.

101. As a result of U-Haul's breach(es) of sections 4-5 and/or 8-9 of the *BPCPA*, the Plaintiff and Consumer Subclass Members in British Columbia have suffered loss and/or

damage. In particular, by paying the Second Price for the Rental Services, the Plaintiff and Consumer Subclass Members in British Columbia obtained less value for money than they had expected to obtain after having viewed the First Price because the Rental Services were unattainable at the First Price and could only be purchased at the Second Price. Further or in the alternative, U-Haul's breach(es) of the *BPCPA* caused the prices of the Rental Services to be higher than the market otherwise would have tolerated absent this conduct. By paying these higher prices, the Plaintiff and Consumer Subclass Members in British Columbia suffered loss and/or damage.

102. The Plaintiff and Consumer Subclass Members in British Columbia were entitled to pay U-Haul only the First Price (plus lawful taxes) for the Rental Services. The Plaintiff and Consumer Subclass Members in British Columbia are entitled to damages in an amount equal to the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period. Further or in the alternative, the Plaintiff and Consumer Subclass Members in British Columbia are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul's conduct in breach of the *BPCPA*.

103. These same breaches entitle the Plaintiff and Consumer Subclass Members in British Columbia to restoration of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 172(3)(a) of the *BPCPA*.

Unjust Enrichment

104. As set out above, U-Haul has been unjustly enriched by the amounts received from the Plaintiff and Class Members, directly or indirectly, through the sale of the Rental Services. The Plaintiff and Class Members have suffered a corresponding deprivation of this same amount.

105. There is no juristic reason for U-Haul to retain these benefits as the contracts between U-Haul and the Plaintiff and Class Members are illegal, void, and/or voidable due to U-Haul's breaches of sections 52, 52(1.3), and/or 54 of the *Competition Act*.

106. The Plaintiff and Class Members are entitled to restitution for the benefits received from them by U-Haul, directly or indirectly, on account of the sale of the Rental Services in Canada.

Limitation Periods

107. Class Members who paid Environmental Fees on or after June 1, 2013 plead and rely on the doctrine of discoverability and section 8 of the *Limitation Act*, SBC 2012, c 13 to postpone the running of the limitation period. Class Members who paid Environmental Fees on or before May 31, 2013 plead and rely on subsection 6(4) of the *Limitation Act*, RSBC 1996, c 266 to postpone the running of the limitation period. Class Members could not have reasonably known that a claim existed against U-Haul until the date on which this Notice of Civil Claim was filed.

Joint and Several Liability

108. U-Haul International, Inc. and U-Haul Co. (Canada) Ltd. are jointly and severally liable for the actions and damages allocable to either of them with respect to the sale and/or use of the Rental Services in Canada.

Service on the Defendants

109. The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on U-Haul International, Inc. pursuant to section 10 of the *Court Jurisdiction And Proceedings Transfer Act* because there is a real and substantial connection between British Columbia and the facts alleged in this proceeding pursuant to subsections 10(e)(i), (f), (h), and/or (i)(i) of the *Court Jurisdiction And Proceedings Transfer Act* as this action concerns:

- a) contractual obligations that to a substantial extent were to be performed in British Columbia (subsection 10(e)(i));
- b) restitutionary obligations that, to a substantial extent, arose in British Columbia (subsection 10(f));
- c) a business carried on in British Columbia (subsection 10(h)); and/or

d) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia (subsection 10(i)(i)).

Plaintiff's address for service:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

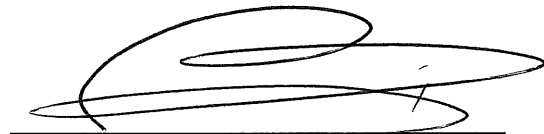
Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: 23/APR/2025

A handwritten signature in dark ink, appearing to be 'Saro Turner', written over a horizontal line.

Signature of lawyer for plaintiff

Saro Turner
Sam Jaworski
Justin Giovannetti
Slater Vecchio LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The plaintiff claims the right to serve this pleading on the defendants U-HAUL INTERNATIONAL, INC. in British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28 (the “***Court Jurisdiction and Proceedings Transfer Act***”) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a) contractual obligations that to a substantial extent were to be performed in British Columbia (subsection 10(e)(i));
- b) restitutionary obligations that, to a substantial extent, arose in British Columbia (subsection 10(f));
- c) a business carried on in British Columbia (subsection 10(h)); and/or
- d) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia (subsection 10(i)(i)).

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a proposed class proceeding regarding U-Haul, Inc.'s pricing practices.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☒ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c 28

Limitation Act, SBC 2012, c 13

Limitation Act, RSBC 1996, c 266

Court Order Interest Act, RSBC 1996, c 79

Competition Act, RSC 1985, c C-34

Business Practices and Consumer Protection Act, SBC 2004 c 2

Consumer Protection Act (2002), SO 2002, c 30, Sched. A

Business Practices Act, RSPEI 1988, c B-7

Consumer Protection Act, RSA 2000, c C-26.3

The Consumer Protection and Business Practices Act, SS 2014, c C-30.2

The Business Practices Act, CCSM, c B120

Consumer Protection and Business Practices Act, SNL 2009, c C-31.1

Consumer Protection Act, SNB 2024 c 1

Class Proceedings Act, RSBC 1996, c 50

Consumer Protection Act, SNB 2024 c 1

SCHEDULE A

Other Consumer Protection Legislation

Alberta

1. U-Haul has breached the *Consumer Protection Act*, RSA 2000, c C-26.3 (the “***Alberta CPA***”). Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta are each a “consumer” within the meaning of subsection 1(1)(b) of the *Alberta CPA*. The Rental Services are “services” within the meaning of subsection 1(1)(k). U-Haul is a “supplier” within the meaning of subsection 1(1)(l). The supply of the Rental Services in Alberta are “consumer transaction[s]” within the meaning of subsection 1(1)(c).
2. By reason of U-Haul’s conduct, U-Haul breached sections 5-6 of the *Alberta CPA*. U-Haul’s actions violate subsections 6(2)(b)-(c), 6(4)(a), 6(4)(j), 6(4)(o), and/or 6(4)(s)(i)-(ii) and constitute “unfair practices” in breach of subsection 6(1.1).
3. As a result of U-Haul’s breaches of the *Alberta CPA*, Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsections 7(1), 7(3), 13(2)(b), and/or 142.1(2)(a). Further or in the alternative, Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul’s conduct in breach of the *Alberta CPA*. Further or in the other alternative, Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta are entitled to restitution of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsections 13(2)(d)(ii) and/or 142.1(2)(c)(ii).
4. U-Haul cannot rely on any arbitration clause, if any such clause exists, due to section 16 of the *Alberta CPA* which invalidates any such clause between a “supplier” and a “consumer” in respect of a “consumer transaction” rendering such a clause void and unenforceable.

5. Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta further plead that the notice requirement pursuant to subsection 7.1(1) of the *Alberta CPA* is fulfilled by the delivery of written notice to U-Haul as set out in the Notice of Civil Claim, or in the alternative by the filing of this Notice of Civil Claim.

6. In the further alternative, Consumer Subclass Members who paid Environmental Fees while resident and/or located in Alberta plead that the Court should disregard the requirement for notice in the interests of justice.

Saskatchewan

7. U-Haul has breached *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 (the “***Saskatchewan CPBPA***”). Consumer Subclass Members in Saskatchewan are each a “consumer” within the meaning of subsection 2(b) of the *Saskatchewan CPBPA*. The Rental Services are “services” within the meaning of subsection 2(h). U-Haul is a “supplier” within the meaning of subsection 2(i)(i).

8. By reason of U-Haul’s conduct, U-Haul breached sections 4-9 of the *Saskatchewan CPBPA*. U-Haul’s actions violate subsections 6(a)-(d), 7(g), 7(i), 7(l), 7(o), and/or 7(p) and constitute “unfair practices” in breach of section 8.

9. As a result of U-Haul’s breaches of the *Saskatchewan CPBPA*, Consumer Subclass Members in Saskatchewan are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 93(1)(b). Further or in the alternative, Consumer Subclass Members in Saskatchewan are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul’s conduct in breach of the *Saskatchewan CPBPA*. Further or in the other alternative, Consumer Subclass Members in Saskatchewan are entitled to restitution of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 93(1)(a).

10. U-Haul cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 101 of the *Saskatchewan CPBPA* which invalidates any such clause or waiver, rendering it void.

Manitoba

11. U-Haul has breached *The Business Practices Act*, CCSM, c B120 (the “**Manitoba BPA**”). Consumer Subclass Members in Manitoba are each a “consumer” within the meaning of section 1 of the *Manitoba BPA*. The Rental Services are “goods” within the meaning of section 1. U-Haul is a “supplier” within the meaning of section 1. The supply of each of the Rental Services in Manitoba is a “consumer transaction” within the meaning of section 1.

12. By reason of U-Haul’s conduct, U-Haul breached sections 2-3 and 5 of the *Manitoba BPA*. U-Haul’s actions violate subsections 2(1)(a)-(b), 2(3)(h), 2(3)(l), 2(3)(p), 2(3)(r), 3(1)(a), and/or 3(2)(a) and constitute “unfair business practices” in breach of section 5.

13. As a result of U-Haul’s breaches of the *Manitoba BPA*, Consumer Subclass Members in Manitoba are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 23(2)(a). Further or in the alternative, Consumer Subclass Members in Manitoba are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul’s conduct in breach of the *Manitoba BPA*. Further or in the other alternative, Consumer Subclass Members in Manitoba are entitled to repayment in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 23(2)(d).

Ontario

14. U-Haul has breached the *Consumer Protection Act*, 2002, SO 2002, c 30, Sched A (the “**Ontario CPA**”). Consumer Subclass Members are each a “consumer” within the meaning of section 1 of the *Ontario CPA*. The Rental Services are “services” within the meaning of section 1. U-Haul is a “supplier” within the meaning of section 1. The supply of each of the Rental Services constitutes a “consumer agreement” and a “consumer transaction” within the meaning of section 1. U-Haul made “representations” within the meaning of section 1.

15. Since U-Haul Co. (Canada) Ltd. was at all material times located Ontario, all Consumer Subclass Members are entitled to claim under the *Ontario CPA* pursuant to subsection 2(1) of the Act.

16. By reason of U-Haul's conduct, U-Haul breached sections 14, 15, and 17 of the *Ontario CPA*. U-Haul's actions violate subsections 14(2)(7), 14(2)(11), 14(2)(14), and/or 15(2)(a) and constitute "unfair practices" in breach of subsection 17(1). U-Haul breached subsection 17(1) regardless of whether their conduct was contrary to any of the factors enumerated under subsection 14(2) because U-Haul made false, misleading, and/or deceptive representations in breach of section 14(1).

17. As a result of U-Haul's breaches of the *Ontario CPA*, Consumer Subclass Members are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsections 18(1) and/or 18(2). Further or in the alternative, Consumer Subclass Members are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul's conduct in breach of the *Ontario CPA*. In the other alternative, Consumer Subclass Members are entitled to restitution of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 18(1).

18. U-Haul cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to sections 7 and 8 of the *Ontario CPA*, which provide the right to begin or be a member of a class proceeding in respect to a consumer agreement and invalidates any clause or waiver that seeks to limit this right.

19. Consumer Subclass Members further plead that the notice requirement pursuant to subsection 18(3) of the *Ontario CPA* is fulfilled by the delivery of written notice to U-Haul as set out in the Notice of Civil Claim, or in the alternative by the filing of the Notice of Civil Claim. In the further alternative, Consumer Subclass Members plead that the Court should disregard the requirement for notice in the interests of justice pursuant to subsection 18(15) of the *Ontario CPA*.

Prince Edward Island

20. U-Haul has breached the *Business Practices Act*, RSPEI 1988, c B-7 (the “**PEI BPA**”). Consumer Subclass Members in Prince Edward Island are each a “consumer” within the meaning of subsection 1(b) of the *PEI BPA*. The Rental Services are “services” within the meaning of subsection (1)(i). U-Haul made “consumer representations” within the meaning of subsection 1(c).

21. By reason of U-Haul’s conduct, U-Haul breached sections 2 and 3 of the *PEI BPA*. U-Haul’s actions violate subsections 2(a)(vii), 2(a)(x), 2(a)(xiii), and/or 2(b)(i) and constitute “unfair practices” in breach of subsection 3(1).

22. As a result of U-Haul’s breaches of the *PEI BPA*, Consumer Subclass Members in Prince Edward Island are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 4(1). Further or in the alternative, Consumer Subclass Members in Prince Edward Island are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul’s conduct in breach of the *PEI BPA*. In the other alternative, Consumer Subclass Members in Prince Edward Island are entitled to restitution of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 4(1).

23. Consumer Subclass Members in Prince Edward Island further plead that the notice requirement pursuant to subsection 4(5) of the *PEI BPA* is fulfilled by the delivery of written notice to U-Haul as set out in the Notice of Civil Claim, or in the alternative by the filing of the Notice of Civil Claim.

24. In the further alternative, Consumer Subclass Members in Prince Edward Island plead that the Court should disregard the requirement for notice in the interests of justice.

Newfoundland and Labrador

25. U-Haul has breached the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (the “**Newfoundland CPBPA**”). Consumer Subclass Members in Newfoundland and Labrador each a “consumer” within the meaning of subsection 2(a)

of the *Newfoundland CPBPA*. The Rental Services are “services” within the meaning of subsection 2(i). U-Haul is a “supplier” within the meaning of subsection 2(j). The supply of the Rental Services in Newfoundland and Labrador constitute “consumer transaction[s]” within the meaning of subsection 2(b).

26. By reason of U-Haul’s conduct, U-Haul breached sections 7-9 of the *Newfoundland CPBPA*. U-Haul’s actions violate subsections 7(1)(h), 7(1)(l), 7(1)(t), 7(1)(w), and/or 8(1)(f) and constitute “unfair business practices” in breach of section 9(1).

27. As a result of U-Haul’s breaches of the *Newfoundland CPBPA*, Consumer Subclass Members in Newfoundland and Labrador are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 10(2)(b). Further or in the alternative, Consumer Subclass Members in Newfoundland and Labrador are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul’s conduct in breach of the *Newfoundland CPBPA*.

28. U-Haul cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 3 of the *Newfoundland CPBPA*, which invalidates any such clause or waiver, rendering it void.

New Brunswick

29. U-Haul has breached the *Consumer Protection Act*, SNB 2024 c 1 (the “***New Brunswick CPA***”). Consumer Subclass Members in New Brunswick are each a “consumer” within the meaning of section 1 of the *New Brunswick CPA*. U-Haul is a “supplier” within the meaning of section 8. The agreements between U-Haul and Consumer Subclass Members in New Brunswick to purchase the Rental Services are each a “consumer agreement” within the meaning of section 1. The sale and supply of the Rental Services from U-Haul to Consumer Subclass Members in New Brunswick are each a “consumer transaction” within the meaning of section 1.

30. By reason of U-Haul’s conduct, U-Haul breached sections 8-11 of the *New Brunswick CPA*. U-Haul’s actions violate subsections 10(1)(a)-(d), 10(2)(a), 10(2)(j), and/or 10(2)(t)(i)-(ii) and constitute “unfair practice[s]” in breach of subsection 11(1).

31. As a result of U-Haul's breaches of the *New Brunswick CPA*, Consumer Subclass Members in New Brunswick are entitled to damages in the amount of the Environmental Fees, plus taxes on the Environmental Fees, paid by them during the Class Period pursuant to subsection 14(2) and/or subsections 16(3)(b) and/or (d)(ii). Further or in the alternative, Consumer Subclass Members in New Brunswick are entitled to damages equal to the amount that they would have paid for the Rental Services absent U-Haul's conduct in breach of the *New Brunswick CPA*.

32. U-Haul cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 6 of the *New Brunswick CPA*, which invalidates any such clause or waiver, rendering it void.

33. Consumer Subclass Members in New Brunswick further plead that the notice requirement pursuant to section 15 of the *New Brunswick CPA* is fulfilled by the delivery of written notice to U-Haul as set out in the Notice of Civil Claim, or in the alternative by the filing of the Notice of Civil Claim. In the further alternative, Consumer Subclass Members in New Brunswick plead that the Court should disregard the requirement for notice in the interests of justice.