



# Civil Resolution Tribunal

Date Issued: August 16, 2018

File: SC-2017-006459

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *664732 BC Ltd Db. Cash Advantage v. Jackson, 20YY BCCRT 457*

**B E T W E E N :**

664732 BC Ltd Db. Cash Advantage

**APPLICANT**

**A N D :**

Kyle Jackson

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Julie K. Gibson

### **INTRODUCTION**

1. This dispute is about a payday loan. The applicant, 664732 BC Ltd Db. Cash Advantage, says the respondent, Kyle Jackson, owes a \$210.00 loan balance.
2. The respondent agrees that he owes some money, but says that balance owing had not been properly explained to him.

3. The applicant is represented by an employee. The respondent is self-represented.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
6. The tribunal 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. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
  - a. order a party to do or stop doing something;
  - b. order a party to pay money;
  - c. order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

8. The issue in this dispute is whether the respondent must pay the applicant the \$210.00 further to a payday loan.

## EVIDENCE AND ANALYSIS

9. A June 5, 2017 loan agreement (loan agreement) signed by the respondent, shows that the applicant loaned the respondent \$400, with a “cost of credit” of \$68.00. The total due was \$468.00.
10. The loan agreement says that if the debt is not repaid by the due dates, interest of 30% per year will run on the principal. The loan agreement specifies a \$20.00 charge if a pre-authorized debit is returned as unpaid, for any reason (NSF charge).
11. In June 2017, the respondent submitted a debit transaction to the applicant, which was returned unpaid. The parties agree, and I find, that the respondent is subject to the \$20.00 NSF charge for this debit transaction.
12. The respondent’s uncontested evidence shows that he made payments of \$278.00. The balance to be paid is \$210.00, excluding interest.
13. In an October 27, 2017 email chain filed by the respondent, the applicant told him he owed \$278, when that was the amount he had paid, not the amount owing. The applicant did not correct this error but persisted in emailing the respondent asking him to make payments according to his payment plan.
14. While the applicant claimed \$234.00 in its dispute notice, in submissions it claims only the \$210. I find that the respondent borrowed \$210 without repaying it. I find the applicant must pay the applicant the \$210 within 30 days of this decision.
15. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees. The applicant has been successful. While the applicant demanded the incorrect amount in the October 2017 email chain, the respondent failed to pay the \$210 amount on time, meaning that the applicant had to file this dispute. I order that the respondent reimburse the \$125.00 tribunal fee.

## ORDERS

16. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$382.29, broken down as follows:
  - a. \$210.00 as reimbursement for the loan,
  - b. \$47.29 in pre-judgment interest at the 30 percent contractual rate, and
  - c. \$125.00 for tribunal fees.
17. The applicant is entitled to post-judgment interest, as applicable.
18. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the final decision.
19. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

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Julie K. Gibson, Tribunal Member