



# Civil Resolution Tribunal

Date Issued: January 10, 2019

File: SC-2018-003847

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Flexfi Inc. v. Mance et al*, 2019 BCCRT 40

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

Flexfi Inc.

**APPLICANT**

**A N D :**

Evangeline Mance and Greg Michael Carlos

**RESPONDENTS**

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## **REASONS FOR DECISION**

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Tribunal Member:

Lynn Scrivener

## **INTRODUCTION**

1. This dispute is about the repayment of a loan the applicant, Flexfi Inc., made to the respondent, Evangeline Mance. The respondent, Greg Michael Carlos, is listed as a co-borrower on the loan. The applicant claims \$1,104.28.

2. The applicant is represented by an employee, Alan Atienza. The respondent, Ms. Mance, is self-represented. The respondent, Mr. Carlos, did not provide a Dispute Response to the Dispute Notice, despite being properly served with it. This means that Mr. Carlos is in default.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 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.
4. 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.
5. 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.
6. 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.

## **ISSUE**

7. The issue in this dispute is whether the respondents must repay \$1,104.28 to the applicant.

## **EVIDENCE AND ANALYSIS**

8. On April 18, 2017, the applicant loaned \$2,500 to Ms. Mance, with Mr. Carlos listed on the agreement as a co-borrower. The agreement contemplated payments being made according to a set schedule between May of 2017 and April of 2018. Although the respondent Ms. Mance made payments totaling \$1,515.40 under the agreement, she did not repay the entire amount.
9. The applicant says that it sent demands for payment of the outstanding sum of \$1,604.28 (representing principal and contractual interest calculated at the agreed-upon rate of 44%) to the respondents, but no payments were received.
10. Ms. Mance agrees with the applicant's claim that she owes it money, and she did not dispute the outstanding amounts as set out by the applicant. However, she did note that she had made arrangements with the applicant and started to make payments again.
11. The applicant agrees that Ms. Mance has made additional payments towards the outstanding debt. The applicant provided additional information to the tribunal to confirm that, between August 31 and December 30, 2018, Ms. Mance made 5 payments of \$100 each. The outstanding balance of her principal and contractual interest is therefore reduced from \$1,604.28 to \$1,104.28.
12. I find that the applicant is entitled to payment from the respondents of the outstanding balance of \$1,104.28. Although Ms. Mance is the primary borrower, she and Mr. Carlos (as the co-borrower) are jointly and severally liable for this amount.

13. The applicant is also entitled to pre-judgment interest under the loan agreement. Calculated from June 1, 2018, and taking into account the periodic payments made since that time, the interest amounts to \$379.64.
  
14. 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 and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125.00 in tribunal fees and \$21.00 in dispute-related expenses.

## ORDERS

15. Within 30 days of the date of this order, I order the respondents to pay the applicant a total of \$1,629.92, broken down as follows:
  - a. \$1,104.28 as payment under the loan agreement,
  - b. \$379.64 in pre-judgment interest, and
  - c. \$146.00 for \$125.00 in tribunal fees and \$21.00 for dispute-related expenses.
16. The applicant is entitled to post-judgment interest, as applicable.
17. 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 tribunal's final decision.
18. 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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Lynn Scrivener, Tribunal Member