



# Civil Resolution Tribunal

Date Issued: February 21, 2019

File: SC-2018-003858

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Flexfi Inc. v. Mattison*, 2019 BCCRT 211

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

Flexfi Inc.

**APPLICANT**

**A N D :**

Renee Mattison

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Julie K. Gibson

## **INTRODUCTION**

1. The applicant Flexfi Inc. loaned money to the respondent Renee Mattison. The respondent failed to repay the \$1,398.78 principal, plus 44% annual contractual interest owing under the loan agreement.

2. The respondent says she borrowed the money along with a third party KA, and suggests that the debt is being dealt with under KA's "consumer proposal". KA is not a party to this dispute. The applicant disagrees and says the loan has not been repaid.
3. The applicant is represented by principal or employee Alan Atienza. 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 118 of the *Civil Resolution Tribunal 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 repay money it borrowed from the applicant, under the terms of a loan agreement.

## **EVIDENCE AND ANALYSIS**

9. On January 4, 2018, the respondent signed a loan agreement to borrow \$1,500 from the applicant. Her co-borrower was KA.
10. The loan contract provided for repayment to begin on January 24, 2018.
11. The applicant acknowledges \$187.48 was paid towards the loan agreement. Otherwise, based on the evidence before me I find no further payments were made.
12. On April 20, 2018 KA filed a Consumer Proposal. I find that the loan contract obliges the respondent to repay the loan, and that KA's Consumer Proposal does not impact her obligation.
13. The respondent filed a document in evidence dated June 12, 2018, from Consolidated Credit Counseling Services of Canada, Inc., showing a payment plan that would have included \$47 per month to the applicant. However, there is no evidence before me that any payments were made to the applicant under this plan.
14. The applicant claims the outstanding balance of \$1,398.78 plus contractual interest of 44% annually, which I find the respondent agreed to under the loan agreement.
15. I find that the respondent owes the claimed amount to the applicant.
16. 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 in tribunal fees and \$20 in dispute-related expenses, which I find to be reasonable.

## **ORDERS**

17. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,137.16, broken down as follows:
  - a. \$1,398.78 in principal owing,
  - b. \$146.54 in 44% annual contractual interest from February 25, 2018 to the June 1, 2018 date of the Dispute Notice,
  - c. \$446.84 in 44% annual contractual interest from June 1, 2018 to the date of this decision, and
  - d. \$145, for tribunal fees of \$125 and dispute-related expenses of \$20.
18. The applicant is entitled to post-judgment interest, as applicable.
19. 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.

20. 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