



# Civil Resolution Tribunal

Date Issued: May 22, 2019

File: SC-2018-006896

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Anjum v. COLLECTCENTS INC. dba CREDIT BUREAU OF CANADA  
COLLECTIONS, 2019 BCCRT 616*

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

Muhammad Ramzan Anjum

**APPLICANT**

**A N D :**

COLLECTCENTS INC. doing business as CREDIT BUREAU OF  
CANADA COLLECTIONS

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Sarah Orr

## **INTRODUCTION**

1. The applicant, Muhammad Ramzan Anjum, received 2 parking tickets from the City of Vancouver which he says were not warranted. The applicant did not pay these tickets, and the City of Vancouver assigned the debt to the respondent,

COLLECTCENTS INC. doing business as CREDIT BUREAU OF CANADA COLLECTIONS,

2. The applicant wants the respondent to cancel his \$305 debt to the City of Vancouver and to pay him \$129 in damages for a lost savings opportunity because of his poor credit score from the debt. He also wants the respondent to pay him an undisclosed amount to compensate him for ongoing financial damages he has incurred from his poor credit score. He also wants the respondent to advise all creditors, including TransUnion and Equifax Canada, to fix his credit score.
3. The respondent says there is insufficient evidence to support the applicant's claims and that they should be dismissed.
4. The applicant is self-represented and the respondent is represented by an employee or principal.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. 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.
7. 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.

8. Under tribunal rule 9.3 (2), in resolving this dispute the tribunal may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

9. The issues in this dispute are:
  - a. Is the respondent required to cancel the applicant's \$305 debt to the City of Vancouver?
  - b. Is the respondent required to reimburse the applicant \$129 in damages for a lost savings opportunity and pay the applicant damages for financial loss?
  - c. Is the respondent required to advise the applicant's creditors, TransUnion, and Equifax to fix the applicant's credit score?

## **EVIDENCE AND ANALYSIS**

10. In a civil claim like this one, the applicant must prove their claim on a balance of probabilities. This means I must find it is more likely than not that the applicant's position is correct.
11. I have only addressed the parties' evidence and submissions to the extent necessary to explain and give context to my decision. The respondent made submissions but chose not to provide evidence, despite having the opportunity to do so.
12. The applicant received a parking ticket from the City of Vancouver on May 4, 2011 for \$130. The applicant says his car was parked at a meter to which he added money, but he said the meter was broken and did not show that he had paid, which

is why he received a ticket. He says he disputed the parking ticket at the time and that the City of Vancouver was satisfied that the parking meter was not working properly, however he submitted no evidence to support this claim or to show that the City of Vancouver waived the \$130 ticket fee.

13. The applicant received another parking ticket from the City of Vancouver on August 8, 2016 for \$175. The applicant says he was parked in a school zone when school was closed and that he was allowed to park in that location at that time. There is no evidence the applicant disputed the ticket with the City of Vancouver at the time it was issued.
14. The respondent says that in 2018 the City of Vancouver assigned them the applicant's debt for the 2 parking tickets. They say they sent the applicant notice of his \$175 debt to the City of Vancouver in April 2018 and gave him 90 days to dispute the charges. The letter is not in evidence and the applicant denies receiving it. He says the first notice he received from the respondent was a letter on May 8, 2018, which is in evidence. The applicant says he phoned the respondent on May 15, 2018 and asked for information about his file. The applicant does not say what the respondent's response was to his request.
15. On June 12, 2018 the applicant received a letter from the respondent demanding payment of \$175 and \$130 for the parking tickets. The applicant says he phoned the respondent and asked about the additional \$130. He says the respondent told him they were not responsible for discussing the amount of the debt, rather their job was to collect payment.
16. On August 5, 2018 the respondent sent the applicant a statement showing that he owed \$175 to the City of Vancouver, due within 10 days. On December 6, 2018 the respondent sent the applicant a statement showing that he owed the City of Vancouver \$130, due within 10 days.

17. The parties tried to settle the dispute in the tribunal's facilitation stage, but they were ultimately unsuccessful. Nothing turns on what the parties may have conditionally agreed to if the conditions were not fulfilled.
18. On January 17, 2019, the respondent sent a letter to the applicant stating that on December 13, 2018 they sent correspondence to TransUnion Canada and asked them to remove the debts from the applicant's account. The letter said it was unnecessary for the respondent to contact Equifax as the debts did not appear on the applicant's Equifax credit report.

***Is the respondent required to cancel the applicant's \$305 debt to the City of Vancouver?***

19. Under section 118 of the Act, for small claims matters the tribunal has jurisdiction over claims for debt or damages, recovery of personal property, specific performance of an agreement relating to personal property or services, and relief from opposing claims to personal property. The tribunal does not have jurisdiction over declaratory relief (see *Evans v. Campbell*, 1993 CanLII 2600 (BC CA) at paragraph 5).
20. For this claim the applicant is asking the tribunal to declare that he no longer owes the \$305 debt to the City of Vancouver, and therefore I find it to be in the nature of declaratory relief and thus outside the tribunal's jurisdiction. I therefore refuse to resolve this claim under section 10 (1) of the Act.
21. Even if the tribunal did have jurisdiction to decide this claim, I would have found the applicant failed to establish that he does not owe the City of Vancouver \$305. The applicant did not establish that he followed the City of Vancouver's procedure for disputing the parking tickets, or that the City of Vancouver agreed to waive the amounts of either of the tickets.
22. While the respondent says they agreed during facilitation to cease all collections activities with respect to the applicant's debt to the City of Vancouver, in the

absence of a signed consent resolution order, I find there is no basis on which the respondent is required to cease collections activities with respect to the debt.

***Is the respondent required to reimburse the applicant \$129 for a lost savings opportunity and pay the applicant damages for financial loss?***

23. The applicant says his credit scores with TransUnion and Equifax have been negatively affected by his debt with the City of Vancouver and he has since had difficulties obtaining credit approvals.
24. The applicant submitted a letter he received from Home Depot Credit Services dated September 5, 2018 informing him that his application for a credit card had been declined because of the information he had provided on his application form as well as the information contained in his TransUnion Canada credit report. The applicant says that by being denied this credit card he lost the opportunity to save \$129, however he provided no evidence to establish the nature or amount of the alleged savings opportunity. His TransUnion Canada report is not in evidence, and so I cannot determine whether it was the applicant's debt to the City of Vancouver or some other debts, or a combination of debts, that caused Home Depot Credit Services to decline the applicant's application.
25. The applicant also says his bad credit reports have caused him and his family emotional distress, embarrassment, and anxiety, however he has provided no evidence to support these claims. Again, his TransUnion Canada report is not in evidence, nor is any other credit report, and therefore I cannot determine the applicant's credit score and to what degree, if any, it was affected by his debt to the City of Vancouver. As the applicant has not proved that the information on his credit reports was incorrect, he has therefore not proved that he is entitled to damages caused by a poor credit score.
26. For all of these reasons, I dismiss this claim.

***Is the respondent required to advise the applicant's creditors, TransUnion, and Equifax to fix the applicant's credit score?***

27. The applicant has not provided credit reports from TransUnion or Equifax, or any other documentary evidence indicating his credit score. It is unclear what the applicant means by "fix" his credit score, but presumably he means to have his debt to the City of Vancouver removed from his credit reports.
28. Having found the applicant has not established a legal basis on which his debt to the City of Vancouver should be cancelled, I find there is no legal basis for the respondent to take any action to have the debt removed from either his TransUnion or Equifax credit scores.
29. I note the respondent's letter of January 17, 2019 clearly states that the respondent asked TransUnion to remove the applicant's City of Vancouver debt from his credit report, and that the debt did not appear on his Equifax report. Since there is no indication the respondent has control over the information that either TransUnion or Equifax includes in their credit reports, it is unclear what other action the respondent could take to satisfy the applicant.
30. For all of these reasons, I dismiss this claim.
31. Under section 49 of the Act, and tribunal rules, since the applicant was unsuccessful he is not entitled to reimbursement of his tribunal fees or dispute-related expenses.

**ORDER**

32. I dismiss the applicant's claims for reimbursement of \$129 and damages related to his poor credit score, and for the respondent to advise TransUnion, Equifax, and the applicant's creditors to fix his credit score.

33. Under section 10 (1) of the Act, I refuse to resolve the applicant's claim for a declaration that he does not owe the City of Vancouver \$305 for parking tickets.

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Sarah Orr, Tribunal Member