



Civil Resolution Tribunal

Date Issued: May 22, 2019

File: SC-2018-003236

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *EASYFINANCIAL SERVICES INC. v. Lindsay*, 2019 BCCRT 615

B E T W E E N :

EASYFINANCIAL SERVICES INC.

APPLICANT

A N D :

Devon Lindsay

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about a personal loan agreement.
2. The applicant EASYFINANCIAL SERVICES INC. says it loaned \$1,277.45 to the respondent Devon Lindsay, at a contractual interest rate of 46.96% per year, requiring biweekly payments for a 12-month term. The applicant says the

respondent failed to repay the loan. The applicant asks for the applicant to repay the loan, along with insurance (\$87.15), non-sufficient funds fees (NSF fees) (\$125) and service products charges (\$49.26), for a total of \$1,451.15 plus contractual interest to date.

3. The respondent filed a Dispute Response at the start of this proceeding but did not file any evidence or submissions after that. In it, the respondent agreed with the claim for the loan amount and insurance. The respondent offered no opinion on the claim for interest, NSF fees or service product charges.
4. The applicant is represented by employee or principal Nicole Ziegler. While the respondent participated, he was self-represented.

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 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

9. The issue in this dispute is whether the applicant owes the respondent the claimed \$1,451.15 for a personal loan, plus contractual interest.

EVIDENCE AND ANALYSIS

10. In this civil claim, the applicant bears the burden of proof, on a balance of probabilities. I have reviewed all of the evidence and submissions but refer to them here only as necessary to explain my decision.
11. The respondent did not file evidence or submissions, while the applicant provided the loan agreement and a history document showing the balances on the loan agreement over time. Based on these documents, I find that the applicant has proven that the respondent borrowed money from it on January 31, 2018 and failed to repay the loan as required.
12. In his Dispute Response, the respondent suggested that he might have signed another document that had a bearing on this dispute. However, as he failed to file any further material, I considered only the documents filed in evidence.
13. I find that, when the Dispute Notice was filed, the applicant owed the respondent \$1,189.74 under the loan agreement.
14. I find the respondent must pay the applicant a total of \$2,141.50, broken down as:
 - a. \$1,189.74, the balance owing under the loan agreement,

- b. \$87.15 in loan insurance,
- c. \$125 in NSF fees,
- d. \$49.26 in service product charges,
- e. \$108.68, in contractual interest at 46.96% per year on the outstanding balance only, as agreed between the parties for the period up to the date of the Dispute Notice, and
- f. \$581.67 in contractual interest at 46.96% per year from May 7, 2018, the date the Dispute Notice was issued, to the date 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 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 \$84 in dispute-related expenses for the process serving fee to deliver the Dispute Notice, which I find reasonable.

ORDERS

16. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$2,350.50, broken down as follows:

- a. \$1,451.15 in debt for money owed under the loan agreement,
- b. \$690.35 in pre-judgment interest at the contractual rate of 46.96% per year, and
- c. \$209, for \$125 in tribunal fees and \$84 for dispute-related expenses.

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 tribunal's 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.

Julie K. Gibson, Tribunal Member