



Civil Resolution Tribunal

Date Issued: July 9, 2019

File: SC-2018-005393

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cashco PDL Inc v. Van Schepdael*, 2019 BCCRT 828

B E T W E E N :

Cashco PDL Inc

APPLICANT

A N D :

Patricia Van Schepdael

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about a loan made by the applicant Cashco PDL Inc. to the respondent Patricia Van Schepdael.
2. The applicant says it loaned the respondent money on December 31, 2017, and that she has failed to repay a balance of \$1,809.08.

3. In her Dispute Response, the respondent says she is unable to pay the debt. The respondent did not contest the amount owing.
4. The applicant is represented by employee Gunvir Deol. The respondent is 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 to what extent the respondent must pay the claimed \$1,809.08 to the applicant.

EVIDENCE AND ANALYSIS

10. I find, based on the loan agreement dated December 31, 2017, that the respondent borrowed \$2,068.92 for a term of 18-months at 48.99% annual interest.
11. The Dispute Notice says the repayment date is April 13, 2018. However, the loan agreement specifies a balance due date of June 28, 2019.
12. I find that the respondent was to repay the loan not later than June 28, 2019. As the respondent did not contest the details of the loan and agreed that she did not repay it fully, I find that the respondent did not repay the loan in full.
13. The applicant says, and I accept because it was uncontested, that the respondent made some payments, but still owes \$1,809.08 under the loan agreement.
14. I order that the respondent pay the applicant the \$1,809.09 owing. While I acknowledge the respondent's statement she cannot afford to repay the debt, that does not change the fact that she is responsible for it.
15. Turning to contractual interest, the applicant did not provide an interest breakdown or a date to use to calculate interest. For this reason, I allow contractual interest only from the date of repayment, which is June 28, 2019. I therefore find that the respondent must also pay the applicant agreed contractual interest from June 28, 2019, until the date of this decision, which I calculate to be \$26.70.
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.

ORDERS

17. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$1,960.78, broken down as follows:
 - a. \$1,809.08 as repayment of the loan,
 - b. \$26.70 in pre-judgment interest at the 48.99 % annual contractual interest rate, and
 - c. \$125 in tribunal fees.
18. The applicant is entitled to post-judgment interest, under the *Court Order Interest Act*, 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.

Julie K. Gibson, Tribunal Member