



# Civil Resolution Tribunal

Date Issued: September 4, 2019

File: SC-2018-004888

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *667432 BC Ltd. v. Griffiths*, 2019 BCCRT 1047

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

667432 BC Ltd.

**APPLICANT**

**A N D :**

Gordon Griffiths

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

David Jiang

### INTRODUCTION

1. The applicant, 667432 BC Ltd., says it loaned the respondent, Gordon Griffiths, \$650 on July 31, 2017. The applicant submits that the loan is past due and there is a balance still owing. The respondent agrees that the loan had not been repaid in full, but says the parties agreed to a payment plan of \$20 per month. The applicant

claims for \$400 as principal, \$20 for non-sufficient fund (NSF) fees, plus contractual interest of 30% per annum on the principal owing.

2. The applicant has no named individual as a representative, but its owner provided submissions. The respondent is self-represented.

## **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* (CRTA). 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 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:
  - 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 respondent owes the applicant \$400 for repayment of a loan, \$20 for NSF fees, and contractual interest of 30% per year.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
9. According to a signed payday loan agreement, the applicant loaned the respondent \$650 on July 31, 2017, with contractual interest of 30% per year. The payday loan agreement also states that a \$20 NSF fee will be charged if a pre-authorized debit payment is return unpaid. By the agreement's terms, the loan became due in full on August 29, 2017.
10. The applicant submits that as of July 5, 2018, the respondent still owed \$400, a \$20 NSF fee, and contractual interest of 30% per year. The claimed amounts are consistent with the payday loan agreement and the respondent does not dispute any of the applicant's submissions or evidence on these points.
11. The respondent submits the parties agreed that the applicant would "drop the claim". In return, he would pay \$20 per month. He says he has already made the first such payment. He did not provide any written evidence of this agreement.
12. The applicant denies it agreed to abandon its claim and says so long as the respondent maintained his payment plan it would take no further action. However, the applicant made it clear that if the respondent defaulted, it did not want to have to begin another process.
13. I find the appropriate order is an order for the full amount owing. If the applicant wishes to accept a payment plan, it can choose to do so. Enforcement of my order is a matter for the Provincial Court, as noted below.

14. In summary, I find the applicant is entitled to the claimed principal amount of \$400, contractual interest of 30% per year as of July 5, 2018 (being \$140.05), as well as the \$20 NSF fee. The respondent submits it already made one payment of \$20. As the applicant does not dispute this, I reduce the amount of interest owing to \$120.05.

## **TRIBUNAL FEES AND DISPUTE-RELATED EXPENSES**

15. Under section 49 of the CRTA, and the tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable expenses related to the dispute resolution process. I see no reason in this case to deviate from the general rule.

16. The applicant was successful in this dispute. I therefore award the applicant \$125 for reimbursement of tribunal fees. The applicant did not claim for dispute related-expenses.

## **ORDERS**

17. I order the respondent to pay the applicant a total of \$665.05, broken down as follows:

- a. \$400.00 in debt,
- b. \$120.05 in pre-judgment contractual interest of 30% per year, from July 5, 2018,
- c. \$20 for the NSF fee, and
- d. \$125.00 as reimbursement of tribunal fees.

18. The applicant is entitled to post-judgment interest under the *Court Order Interest Act*.

19. Under section 48 of the CRTA, 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 CRTA, 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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David Jiang, Tribunal Member