



Civil Resolution Tribunal

Date Issued: January 24, 2020

File: SC-2019-006802

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *AAM Ventures Ltd v. Matheson*, 2020 BCCRT 96

B E T W E E N :

AAM VENTURES LTD / MJS HOLDINGS LTD

APPLICANT

A N D :

ROBYN MATHESON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Rama Sood

INTRODUCTION

1. This is a dispute is about lease payments for a vehicle. The applicant, AAM Ventures Ltd / MJS Holdings Ltd, says the respondent, Robyn Matheson, owes it \$5,000 in debt for the lease term remaining on a car the respondent purchased. The applicant seeks an order for payment of the \$5,000.
2. The respondent filed a Dispute Response stating that she failed to make the lease payments as a result of total mechanical failure of the vehicle. The respondent then chose not to provide any evidence or submissions, despite the opportunity to do so.
3. The applicant is represented by a principal or employee. 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* (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.
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. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

ISSUE

8. Is the applicant entitled to \$5,000 in debt for the lease payout?

EVIDENCE

9. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities.
10. The evidence submitted by the applicant included a timeline that was prepared for this dispute, a motor vehicle purchase agreement, a lease agreement, and a November 19, 2019 lease payout quote for \$10,905.75. The applicant abandoned the amount over the tribunal's \$5,000 small claims monetary limit.
11. On November 24, 2016 the respondent purchased a 2008 Ford Escape from Black Creek Motors for \$8,995.00 which she financed through MFI Mobile Finance (MFI). The lease payments were \$365.37 per month for 48 months. According to the lease payout quote, the respondent made 10 of the 48 payments.
12. Although the named applicant does not appear on any of the agreements, the respondent has not challenged the applicant's standing to bring this claim. For the purposes of this decision, I find that the applicant is acting as an agent for MFI.
13. In the Dispute Response, the respondent admitted that she had the vehicle and did not make payments "as a result of total mechanical failure on the vehicle". Since the respondent has not explained why the car's mechanical failure would relieve her of the contractual obligation to pay for the car she bought through a lease arrangement, I place no weight on her explanation.

14. According to the lease agreement, the respondent agreed that if she defaulted, the lessor could seek the total outstanding amounts due under the lease. The respondent did not dispute the applicant's lease payout calculation.
15. Based on the evidence before me, I find that the respondent breached the terms of the lease agreement and that the respondent must pay the applicant \$5,000 for the outstanding lease payments. The applicant is also entitled to pre-judgment interest on this amount under the *Court Order Interest Act* (COIA) from the date it became aware of the claim, August 23, 2019.
16. Under section 49 of the CRTA, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As the applicant was successful in this dispute, I find it is entitled to reimbursement of \$175 in tribunal fees. The applicant did not claim dispute-related expenses.

ORDERS

17. I order that within 30 days of the date of this decision, the respondent pay the applicant a total of \$5,216.40, broken down as follows:
 - a. \$5,000 in debt,
 - b. \$41.40 in pre-judgment interest under the COIA, and
 - c. \$175 for tribunal fees.
18. The applicant is entitled to post-judgment interest under the COIA, as applicable.
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.

Rama Sood, Tribunal Member