



Civil Resolution Tribunal

Date of Original Decision: January 18, 2021

Date of Amended Decision: April 14, 2021

File: SC-2020-006799

Type: Small Claims

Civil Resolution Tribunal

Indexed as: 620241 *British Columbia Ltd. v. MacLeod*, 2021 BCCRT 59

B E T W E E N :

620241 BRITISH COLUMBIA LTD.

APPLICANT

A N D :

ZACHARY MACLEOD

RESPONDENT

AMENDEDⁱ REASONS FOR DECISION

Tribunal Member:

Julie K. Gibson

INTRODUCTION

1. This dispute is about an alleged loan.

2. The applicant 620241 British Columbia Ltd., known as AB Contracting, says it advanced \$2,460 to the respondent, its then employee Zachary MacLeod, but he failed to repay it.
3. Mr. MacLeod says AB Contracting verbally agreed that his wages would not be reduced until the loan was repaid. Mr. MacLeod says AB Contracting then cut his wages by \$6 per hour. On this basis, Mr. MacLeod takes the position that he does not owe the claimed \$2,460.
4. The Company is represented by lawyer Kelsey Wheelhouse. Mr. Macleod represents himself.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. Section 42 of the CRTA says the CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

8. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether Mr. MacLeod owes AB Contracting the \$2,460 it says it loaned to him.

EVIDENCE AND ANALYSIS

10. In this civil claim, the applicant AB Contracting bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision. Mr. MacLeod did not file any evidence, despite being provided with opportunities to do so.
11. I find the following facts:
 - a. AB Contracting operates heavy equipment at various remote locations throughout British Columbia.
 - b. Mr. Macleod was employed as an equipment operator for AB Contracting from February 2018 to May 2018 and November 25, 2019 to February 12, 2020.
 - c. In November 2019, Mr. Macleod entered into a verbal contract with AB, the principal of AB Contracting, whereby AB Contracting would advance Mr. Macleod payment on his pay cheque and Mr. Macleod would repay the loan in a reasonable time (the "Verbal Contract").
 - d. From November 29, 2019 to January 31, 2020, AB Contracting issued advances to Mr. MacLeod totaling \$3,060 (Loan).
 - e. Between December 2019 and February 2020, Mr. Macleod made \$600 in payments to AB Contracting towards the Loan.

- f. These payments left \$2,460 owing to AB Contracting by Mr. MacLeod.
 - g. In May 2020, AB Contracting demanded that Mr. MacLeod repay the \$2,460.
 - h. Mr. MacLeod has made no payments toward the \$2,460 that remains outstanding.
12. Mr. MacLeod submits that he does not “feel” he owes money to AB Contracting at this time. In support of this submission, he says AB cut his hourly rate by \$6 per hour despite having agreed to keep his rate the same until he paid off the loan. His Dispute Response suggests that Mr. MacLeod seeks a set-off because he was unable to afford to repay the loan due to the pay cut. While the pay stubs show a change in hourly rate from \$30 to \$24 between January and February 2020, Mr. MacLeod provided no documents to prove the reason for the reduction or any agreement that it would impact repayment of the Loan. By contrast, AB Contracting provided payroll records showing the Loan recorded as its own line item, with the total owing changing as Mr. MacLeod made payments.
13. Because AB Contracting has documentation to support its claim, I find that Mr. MacLeod owes it \$2,460 which he must repay within 30 days of this decision.
14. The *Court Order Interest Act* applies to the CRT. AB Contracting is entitled to pre-judgment interest on the \$2,460 from February 15, 2020, which I find is the date by which he agreed to repay it, to the date of this decision. This equals \$24.13.
15. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find AB Contracting is entitled to reimbursement of \$125 in CRT fees. AB Contracting did not claim dispute-related expenses.

ORDERS

16. Within 30 days of the date of this order, I order Mr. MacLeod to pay AB Contracting a total of \$2,609.13, broken down as follows:
 - a. \$2,460 in debt for the loan,
 - b. \$24.13 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
17. AB Contracting is entitled to post-judgment interest, as applicable.
18. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

19. Under section 58.1 of the CRTA, a validated copy of the CRT’s order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Julie K. Gibson, Tribunal Member

ⁱ Amendment Notes: Under the authority in CRTA section 64, I amended the date of the original decision to January 18, 2021, not January 18, 2020.