



Civil Resolution Tribunal

Date Issued: February 26, 2021

File: SC-2020-009022

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Metz v. East Kootenay Community Credit Union*, 2021 BCCRT 220

B E T W E E N :

CORY METZ and VICTORIA METZ

APPLICANTS

A N D :

EAST KOOTENAY COMMUNITY CREDIT UNION

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This is a final decision of the Civil Resolution Tribunal (CRT). The respondent raised the issue of whether the applicants' claims should be dismissed as out of time. CRT staff referred this dispute to me for a decision on this issue.

2. The applicants, Cory Metz and Victoria Metz, are self-represented. An employee represents the respondent, East Kootenay Community Credit Union (Credit Union).
3. For the reasons that follow, I find the Metzses' claims are out of time and dismiss their claims and this dispute. In making this decision, I reviewed the Dispute Notice, the Dispute Response, evidence from the Metzses, and the parties' submissions as documented in a Preliminary Issue Tribunal Decision Plan.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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.
5. 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.
6. 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

7. The issue in this dispute is whether the Metzses are out of time to bring their claims against the Credit Union.

EVIDENCE AND ANALYSIS

8. The Metzses seek to redeem a \$500 bond they purchased from the Credit Union on November 1995, plus interest. The Metzses provided an image of the bond, which shows it matured on November 4, 1998. This means the bond principal became payable on that date, along with interest.
9. I note that the Metzses say they purchased it for their child, but the child is not an applicant. I will return to this below.
10. The Credit Union denies the claim. It says the time limit to start a claim started in 1998, and the Metzses are now out of time.

The Limitation Act

11. CRT staff asked the parties to provide submissions on whether the Metzses' claims are out of time. The *Limitation Act* applies to disputes before the CRT. A limitation period is the time within which a person may bring a claim.
12. The current *Limitation Act* came into force on June 1, 2013. Section 30 defines a pre-existing claim to be one based on an act or omission that took place before June 1, 2013. Section 30(2) prevents the Metzses from commencing a proceeding for a pre-existing claim if a former limitation period applied and expired.
13. I find that the Metzses' claims are pre-existing claims under the *Limitation Act*. This is because a central issue is whether the Metzses should have redeemed the bond starting from the maturity date in November 1998. I must therefore first consider what former limitation period applied to redeeming the bond and whether it expired. If it did expire, the Metzses' claims are out of time.
14. Under the former *Limitation Act*, section 3(5) says that a cause of action expires 6 years after the date on which the Metzses had the right to bring a claim, unless an exception applies. In general, this means that an applicant has 6 years to bring a claim based on breach of contract after the right to do so arose.

15. The Metzses say this case is about breach of contract. I agree this is the case and I find that 6 years is the applicable limitation period. I find that the Metzses' cause of action arose on the bond's maturity date, which is November 4, 1998. This is when the Metzses could claim for the money owing. The Metzses therefore had until November 4, 2004 to start a claim. As they did not, I find the Metzses are out of time under the former *Limitation Act*.
16. The Metzses say that they were not warned that the right to redeem the bond could expire. I infer from this that they submit the limitation period should be postponed or delayed. However, the Metzses did not identify any legal basis for the existence of an obligation for the Credit Union to warn them or that a failure to warn would extend the limitation period. I do not find that the Credit Union had an obligation to provide such a warning. Under the former and current *Limitation Act* such warnings are not necessary to start the running of time for a limitation period.
17. I note that under section 7 of the former *Limitation Act*, the limitation period is postponed while a person is a minor. The Metzses say they purchased the bond for their child. Although not argued, I considered whether it would be appropriate to postpone the limitation period until the child ceased to be a minor. However, I have decided not to do so. There is no evidence or submission about how old the child was at the time of purchase or at present. More importantly, the Metzses did not name themselves as litigation guardians for the child in this proceeding, nor is the child named as an applicant. In other words, any postponement of the limitation period would apply to the child, and the child is not a party. Given this, I do not find it appropriate to postpone the running of the limitation period for the Metzses.
18. The Metzses also wrote that the *Limitation Act* does not apply to fines or penalties under the *Securities Act*, but I do not find this to be a claim for a fine or penalty under that legislation.
19. I have decided that the limitation period under the old *Limitation Act* has expired. It follows that, under section 30(2) of the new *Limitation Act*, the applicant's claims are statute barred.

20. Under section 49 of the CRTA and CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the Metzses were not successful, I dismiss their claim for reimbursement of their CRT fees.

ORDER

21. I dismiss the Metzses' claims and this dispute.

David Jiang, Tribunal Member