



Civil Resolution Tribunal

Date Issued: June 1, 2021

File: SC-2020-009860

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *664732 BC Ltd. v. Anderson*, 2021 BCCRT 595

B E T W E E N :

664732 BC LTD.

APPLICANT

A N D :

OLU ANDERSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The respondent, Olu Anderson, borrowed money in the form of a “payday loan” from the applicant, 664732 BC Ltd. The applicant seeks to recover its \$600 loan principal, \$90 loan fee and \$20 NSF fee (collectively, loan amounts), plus contractual interest.

2. The respondent does not dispute the loan amounts, but says they are not in a position to pay and should not be penalized with interest charges.
3. The respondent is self-represented. The applicant is represented by an employee.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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.

ISSUES

8. The issues in this dispute are whether the applicant is entitled to a) the claimed loan amounts and b) contractual interest.

EVIDENCE AND ANALYSIS

9. In a civil dispute like this one, the applicant must prove its claim on a balance of probabilities. I have considered all the evidence and submissions, but only refer to what is necessary to explain my decision. The respondent did not provide evidence or submissions despite having the opportunity to do so.
10. As noted above, the respondent indicated in the Dispute Response that they did not dispute the loan amounts. There is no indication that the respondent repaid any amounts. Based on that and the copy of the January 30, 2020 payday loan agreement that requires repayment by installments ending March 13, 2020, I find the applicant is entitled to the claimed \$710 in debt.
11. As for contractual interest, the loan agreement specifies a 30% annual rate accruing on the principal amount outstanding. Although the respondent said they should not be penalized for being unable to repay the loan, the obligation to pay interest is a term of the agreement and not a penalty. I find it must be paid per the agreement.
12. I have calculated interest on the principal from the installment repayment dates to the date of this decision. This equals \$260.31.
13. 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 the applicant is entitled to reimbursement of \$125 in CRT fees. The applicant did not claim any dispute-related expenses.

ORDERS

14. Within 14 days of the date of this order, I order the respondent to pay the applicant a total of \$1,095.31, broken down as follows:
 - a. \$710.00 in debt,
 - b. \$260.31 in contractual interest, and
 - c. \$125.00 in CRT fees.

15. The applicant is entitled to post-judgment interest, as applicable.

16. 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.

17. 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.

Micah Carmody, Tribunal Member