



# Civil Resolution Tribunal

Date Issued: March 14, 2022

File: SC-2021-006883

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Easyfinancial Services Inc. v. Steele*, 2022 BCCRT 277

BETWEEN:

EASYFINANCIAL SERVICES INC.

**APPLICANT**

AND:

BRENDON STEELE

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about an unpaid personal loan. The applicant, Easyfinancial Services Inc. loaned the respondent Brendon Steele \$2,438.79 on March 12, 2021. The respondent has undisputedly defaulted on the loan. The applicant claims a total of \$2,795.62 (including insurance and fees), plus 46.96% contractual interest.

2. The respondent's only response is that they cannot afford to repay the undisputed debt.
3. The applicant is represented by an employee and the respondent is self-represented.

## **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. CRTA section 39 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. 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. CRTA section 42 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.

## **ISSUE**

8. The issue in this dispute is whether the respondent must pay the applicant the claimed \$2,795.62 plus 46.96% annual contractual interest.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. I note the respondent did not submit any documentary evidence despite having the opportunity to do so.
10. The undisputed evidence is that the applicant loaned the respondent \$2,438.79 on March 12, 2021. The respondent was to make biweekly payments and repay the loan by September 2, 2022. The respondent undisputedly defaulted.
11. The applicant claims the following amounts totalling \$2,795.62: \$2,326.82 as the outstanding principal, \$295.28 for insurance, \$73.52 for “service product”, and \$100 for NSF charges. With the exception of the \$73.52, I allow these amounts because they are undisputed and the loan agreement provides for them. I do not allow the \$73.52 because the applicant did not explain what that was for and I cannot see it identified in the personal loan agreement. The loan agreement provides for a \$50 NSF charge for each payment that defaults. While the applicant did not provide evidence of the respondent’s NSF attempted payments, I accept the respondent owes \$100 in NSF charges because he did not dispute his attempted payments failed. I find the applicant is entitled to \$2,722.21.
12. Next, I acknowledge the respondent’s brief submission that they are unable to repay the loan. However, an inability to pay does not impact the applicant’s right to an order for proven debt.
13. The applicant claims 46.96% annual contractual interest, which is provided for in the parties’ contract. I cannot readily tell from the evidence when the respondent

defaulted but given the undisputed principal debt balance I find it likely the respondent made only one payment. So, I find the respondent likely defaulted on April 3, 2021. Interest on the \$2,326.82 from that date to the date of this decision equals \$1,032.80.

14. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As the applicant was successful, I order the respondent to reimburse it \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

15. Within 30 days of this decision, I order the respondent to pay the applicant a total of \$3,880.01, broken down as follows:
  - a. \$2,722.21 in debt,
  - b. \$1,032.80 for 46.96% annual contractual interest, and
  - c. \$125 for CRT fees.
16. The applicant is entitled to post-judgment interest, as applicable.
17. 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.

18. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

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Shelley Lopez, Vice Chair