



# Civil Resolution Tribunal

Date Issued: April 6, 2022

File: SC-2021-004160

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *EB Computers Corp. v. Henderson-Peal (dba GR Marketing Group)*,  
2022 BCCRT 390

B E T W E E N :

EB COMPUTERS CORP.

**APPLICANT**

A N D :

GAVIN RAHIM HENDERSON-PEAL (Doing Business As GR  
MARKETING GROUP)

**RESPONDENT**

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**REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. The respondent, Gavin Rahim Henderson-Peal (dba GR Marketing Group), bought 2 computers in January 2020 from the applicant, EB Computers Corp. (EB). EB says Mr. Henderson-Peal has failed to fully pay for them. EB claims \$1,117.76 for the outstanding balance.
2. Mr. Henderson-Peal says he was discharged from bankruptcy on January 5, 2022. He says while in bankruptcy EB's invoice balance was shown as zero, although Mr. Henderson-Peal appears to admit the invoice was in fact never paid. Mr. Henderson-Peal argues that given the bankruptcy and the invoice balance confusion, he owes nothing. Mr. Henderson-Peal also says EB holds a laptop and "two other items for consignment", which are worth more than the claimed \$1,117.76. Mr. Henderson-Peal did not file a counterclaim.
3. EB is represented by its owner, Brad Wowryk. Mr. Henderson-Peal 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). CRTA section 2 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.
8. Mr. Henderson-Peal says EB has slandered him. The CRT has no jurisdiction over slander, as set out in CRTA section 119. I make no findings about the alleged slander, which in any event I find is irrelevant to whether Mr. Henderson-Peal owes the claimed amount for the computers.
9. As noted above, Mr. Henderson-Peal says he was in bankruptcy and was discharged on January 5, 2022. Section 69.3(1) of the federal *Bankruptcy and Insolvency Act* (BIA) states that “on the bankruptcy of any debtor, no creditor has any remedy against the debtor or the debtor’s property, or shall commence or continue any action, execution or other proceedings, for the recovery of a claim provable in bankruptcy.” However, section 69.3(1.1) of the BIA says the stay in section 69.3(1) ceases to apply in respect of a creditor on the day the trustee is discharged. Despite requests from CRT staff, Mr. Henderson-Peal did not provide any proof of his bankruptcy or subsequent discharge. So, I have not considered Mr. Henderson-Peal’s alleged bankruptcy status in my analysis below.

## **ISSUE**

10. The issue in this dispute is whether Mr. Henderson-Peal owes EB the claimed \$1,117.76 balance for 2 computers Mr. Henderson-Peal undisputedly bought.

## EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant EB 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.
12. In December 2019, EB emailed Mr. Henderson-Peal about options to buy various computers. Ultimately, Mr. Henderson-Peal emailed that he wanted to buy 2 PC towers for \$499 each (plus tax). Mr. Henderson-Peal bought the computers, under a financing plan with EB, on January 10, 2020.
13. At issue in this dispute is the fact EB’s January 10, 2020 “Sales Receipt” (invoice) shows a \$0.00 balance, though the body of the invoice identifies the 2 computers and says:

Full Payment after 6 Months (2x \$499 + tax)

14. EB explains that because Mr. Henderson-Peal wanted to put the 2 computers “on credit”, EB agreed Mr. Henderson-Peal would pay the full amount after 6 months. I accept this, as it is consistent with the parties’ emails about financing and the invoice’s body description quoted above. EB says that after 6 months passed, due to the COVID-19 pandemic, he allowed the payment to wait. However, on February 4, 2021 EB emailed Mr. Henderson-Peal to request payment.
15. Mr. Henderson-Peal appears to argue that because the invoice had a \$0.00 balance that his trustee in bankruptcy concluded nothing was owing. I have addressed the bankruptcy issue above. I find Mr. Henderson-Peal knew or ought to have known he had not yet paid for the computers and had expressly asked for a payment plan. Emails in evidence show on April 13, 2021 Mr. Henderson-Peal acknowledged the computers were in his possession but would “settle that up” once he returned to his office. Significantly, there is no evidence before me that Mr. Henderson-Peal ever paid anything for the 2 computers at issue that he undisputedly received.

16. Given the above, I find Mr. Henderson-Peal owes the claimed \$1,117.76. This is based on the 2 computers at \$499 each, plus taxes.
17. I acknowledge Mr. Henderson-Peal's reference that EB has Mr. Henderson-Peal's "laptop" and "two other items for consignment" in its possession. As noted, Mr. Henderson-Peal did not file a counterclaim. I find Mr. Henderson-Peal's references too vague, as no details or values were provided. So, I have not considered whether any setoff is appropriate for the laptop or other items.
18. The *Court Order Interest Act* (COIA) applies to the CRT. I find EB is entitled to pre-judgment interest on the \$1,117.76 under the COIA. Calculated from February 4, 2021 to the date of this decision, this interest equals \$5.87.
19. 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 EB was successful, I allow its claim for reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

20. Within 21 days of this decision, I order Mr. Henderson-Peal to pay EB a total of \$1,248.63, broken down as follows:
  - a. \$1,117.76 in debt,
  - b. \$5.87 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
21. EB is entitled to post-judgment interest, as applicable.
22. Under CRTA section 48, 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.

23. Under CRTA section 58.1, the Provincial Court of BC can enforce a validated copy of the CRT's order. 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 a Provincial Court of BC order.

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Shelley Lopez, Vice Chair