



Civil Resolution Tribunal

Date Issued: April 14, 2022

File: SC-2021-008980

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Easyfinancial Services Inc. v. Parmar*, 2022 BCCRT 433

BETWEEN:

EASYFINANCIAL SERVICES INC.

APPLICANT

AND:

MINALKUMARI PARMAR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about an unpaid personal loan. The applicant lender, Easyfinancial Services Inc. (Easyfinancial), claims the respondent borrower, Minalkumari Parmar, defaulted on the loan's terms. Easyfinancial claims \$3,146.49 as the outstanding loan

balance, plus 46.96% annual contractual interest. Easyfinancial is represented by a business contact.

2. Mrs. Parmar admits she owes the claimed amount. She is self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. 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.
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 Mrs. Parmar owes the claimed \$3,146.49 loan balance, plus 46.96% annual contractual interest.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, as the applicant Easyfinancial 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 Easyfinancial chose not to file any reply submissions, despite having the opportunity to do so.
9. Easyfinancial did not submit a copy of its loan agreement with Mrs. Parmar. I do not know the original loan amount or payment history, and I cannot confirm the agreed interest rate was 46.96% annually as claimed. I have no information about when the loan was made, and Easyfinancial only says Mrs. Parmar defaulted in June 2021. Ordinarily, this absence of clearly relevant evidence would lead me to conclude Easyfinancial had not proved its claim and I would have dismissed it.
10. However, here Mrs. Parmar expressly admits to the claim and the amount claimed. I note that Mrs. Parmar submitted a copy of her credit counselling agreement with a third party, in which it shows a \$3,886.86 balance owing to Easyfinancial, which is less than the amount claimed. Given the above, I allow the \$3,146.49 as claimed.
11. Similarly, I allow the claimed 46.96% annual interest on the \$3,146.49, because Mrs. Parmar expressly agrees to it. Calculated from August 3, 2021 (the date Easyfinancial says interest started to apply) to the date of this decision, this interest equals \$1,028.24.
12. I acknowledge Mrs. Parmar’s submission about the need for her to have a manageable payment plan. However, that is an enforcement issue for the parties or perhaps the court, and not for the CRT. I find Easyfinancial is entitled an order for payment.

13. 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. Easyfinancial was successful and so I find it is entitled to reimbursement of \$175 in paid CRT fees. Easyfinancial claims \$157.50 for service fees but provided no proof of that expense. However, again because Mrs. Parmar expressly agrees to pay these fees, I allow them.

ORDERS

14. Within 21 days of this decision, I order Mrs. Parmar to pay Easyfinancial a total of \$4,507.23, broken down as follows:

- a. \$3,146.49 in debt,
- b. \$1,028.24 in contractual interest at 46.96% annually, and
- c. \$332.50, for \$175 in CRT fees and \$157.50 in dispute-related expenses.

15. Easyfinancial 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.

17. 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.

Shelley Lopez, Vice Chair