



Civil Resolution Tribunal

Date Issued: July 25, 2022

File: SC-2021-006951

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Easyfinancial Services Inc. v. Samad*, 2022 BCCRT 846

BETWEEN:

EASYFINANCIAL SERVICES INC.

APPLICANT

AND:

ASAD SAMAD

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about an outstanding loan. The applicant, Easyfinancial Services Inc. (Easyfinancial), says that it loaned \$3,250 to the respondent, Asad Samad. Easyfinancial says Mr. Samad has failed to repay the loan. It claims \$3,250 plus \$100 in insufficient funds (NSF) fees.

2. Mr. Samad agrees that he owes the claimed amount. He says he failed to repay the loan as agreed due to financial difficulty.
3. Easyfinancial is represented by an owner or employee. Mr. Samad represents himself.

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.

ISSUE

8. The issue in this dispute is whether Mr. Samad must pay Easyfinancial the claimed \$3,350.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one the applicant, Easyfinancial, must prove its claim on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submissions and weighed the evidence, but only refer to that which is relevant to explain my decision.
10. On May 25, 2021, Mr. Samad signed an Easyfinancial loan agreement. The terms are:
 - a. Easyfinancial will loan Mr. Samad \$3,250 on May 25, 2021.
 - b. Mr. Samad will pay interest on the loan at 43.99% annually.
 - c. Easyfinancial will withdraw \$94.71 from Mr. Samad’s bank account biweekly, starting June 11, 2021.
 - d. If any payments are not honoured by Mr. Samad’s bank, Easyfinancial will charge Mr. Samad a \$50 NSF fee.
 - e. If Mr. Samad fails to make a payment, the entire unpaid principal (\$3,250) plus interest, plus any NSF fees become due immediately.
11. Easyfinancial’s payment records show that Mr. Samad’s June 11, 2021 payment was recalled, so Easyfinancial charged Mr. Samad a \$50 NSF fee on June 15, 2021. The same thing happened to Mr. Samad’s June 25, 2021 payment and so Easyfinancial charged another \$50 NSF fee on June 29, 2021. The records show Mr. Samad has not made any payments toward his outstanding loan.

12. As noted above, Mr. Samad agrees that he has failed to repay his loan from Easyfinancial. While I acknowledge Mr. Samad's expressed financial difficulties, such difficulties do not remove his contractual obligations to repay the loan on the agreed upon due dates. As Mr. Samad failed to make any loan payments, I find Easyfinancial is now entitled to repayment of the \$3,250 loan, plus \$100 in NSF fees charged.
13. I find the contractual annual interest rate of 43.99% applies to the outstanding \$3,250 loan from the May 25, 2021 loan date to the date of this decision. This equals \$1,672.52. The *Court Order Interest Act* applies to the CRT. As the parties' contract does not say that contractual interest applies to any NSF fees, Easyfinancial is entitled to court ordered interest on the \$100 NSF fees from June 29, 2021 to the date of this decision. This equals \$0.57. So, the total interest owing equals \$1,673.09.
14. 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. As the successful applicant, Easyfinancial is entitled to reimbursement of its \$175 in paid CRT fees.

ORDERS

15. Within 30 days of the date of this order, I order Mr. Samad to pay Easyfinancial a total of \$5,198.09, broken down as follows:
 - a. \$3,350 in debt,
 - b. \$1,673.09 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
16. Easyfinancial is entitled to post-judgment interest, as applicable.

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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Sherelle Goodwin, Tribunal Member