



# Civil Resolution Tribunal

Date Issued: August 2, 2022

File: SC-2022-000169

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Johnson v. Telus Communications Inc.*, 2022 BCCRT 871

BETWEEN:

JOLENE JOHNSON

**APPLICANT**

AND:

TELUS COMMUNICATIONS INC.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about an alleged unauthorized credit card payment. The applicant, Jolene Johnson, says Telus Communications Inc. (Telus), improperly charged her personal credit card \$2,075.06 for a corporation's bill. Miss Johnson seeks repayment of the \$2,075.06. Telus says the payment was made through its self-service website,

not through any automatic payment system. It denies Miss Johnson is entitled to any refund.

2. Miss Johnson is self-represented. Telus is represented by an employee.

## **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). 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 parties to a dispute that will likely continue after the dispute resolution process has ended.
4. Section 39 of the CRTA says that 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.
5. Section 42 of the CRTA says that 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 Telus must refund Miss Johnson the claimed \$2,075.06.

## **EVIDENCE AND ANALYSIS**

8. In a civil claim such as this, the applicant Miss Johnson must prove her claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision. I note Miss Johnson did not provide any documentary evidence, despite being given the opportunity to do so.
9. The background facts are not disputed. On July 15, 2020, Telus charged Miss Johnson’s Visa card \$2,075.06 for services related to Miss Johnson’s corporation, NPL Services Inc. (NPL). NPL was voluntarily dissolved on June 5, 2021.
10. It is also undisputed Miss Johnson formerly used the name Dianna Leigh Holden, which is the name she started NPL’s Telus account with in December 2017. Miss Johnson legally changed her name sometime in 2019. At all relevant times, Miss Johnson was the contact person for NPL’s Telus account, under either “Jolene Johnson” or under “Dianna Holden”.
11. NPL was not subscribed for automatic payments. Rather, someone would have to either call in to Telus to make payments on NPL’s account, or log into to a Telus application, called Bill Analyzer, and input the payment information in a self-serve manner.
12. The evidence shows that the \$2,075.06 payment on July 15, 2020 was made through Dianna Holden’s own Telus Bill Analyzer account. This means Miss Johnson, or someone else using her account, logged in and made the payment manually. I find there is no evidence Telus improperly paid itself using a credit card on file, as Miss Johnson alleges. I find there was no credit card “on file” because, as noted, NPL had not agreed to automatic payments. The billing and payment history shows various

credit cards used to pay NPL's previous bills, all through manual payments, including the credit card which is the subject of this dispute. However, Miss Johnson does not claim for any other payments made using the same credit card.

13. Additionally, although Miss Johnson argues a "private individual is not responsible for a corporate debt", I find Miss Johnson, or someone on her behalf, willingly paid the \$2,075.06 Telus invoice using Miss Johnson's personal credit card. Whether Miss Johnson was "responsible" for the debt or not, it was paid for using her personal credit, through her own Telus account. As noted above, there is simply no evidence Telus paid itself without Miss Johnson's consent or authorization.
14. Given all the above, I dismiss Miss Johnson's claim against Telus.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Miss Johnson was not successful, I find she is not entitled to reimbursement of tribunal fees. Telus did not pay any tribunal fees or claim any dispute-related expenses.

## **ORDER**

16. Miss Johnson's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair