



Civil Resolution Tribunal

Date Issued: October 20, 2022

File: SC-2022-002312

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cashco Financial Inc. v. Gong*, 2022 BCCRT 1148

BETWEEN:

CASHCO FINANCIAL INC.

APPLICANT

AND:

JIE GONG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a loan. The applicant commercial money lender, Cashco Financial Inc. (Cashco), says it loaned \$1,960.32 to the respondent, Jie Gong, with a due date of July 30, 2021. Cashco says Ms. Gong defaulted on the loan and claims \$1,494.39 as the balance owing, plus a \$20 NSF charge, and 48.99% annual contractual interest.

2. Ms. Gong says she has already paid Cashco enough money and does not owe them anything further.
3. Cashco is represented by an employee. Ms. Gong represents herself.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. 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.
6. 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.
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 to what extent, if any, Cashco is entitled to the claimed \$1,514.39 debt plus 48.99% contractual interest.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Cashco must prove its 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. Cashco did not provide any evidence or submissions, despite the opportunity to do so.
10. In its Dispute Notice that started this proceeding, Cashco says it loaned Ms. Gong a total of \$1,960.32, of which only \$496.43 has been paid back. It seeks the balance it says is owing (\$1,494.39) plus \$20 for an NSF charge and 48.99% contractual interest.
11. Ms. Gong says she only borrowed \$1,776 and has already paid Cashco at least \$1,801.60. She denies owing Cashco any more money.
12. The problem for Cashco is that it bears the burden of proving its claim. As noted, Cashco elected not to provide any documentary evidence or written submissions in support of its claim. There is no loan document or any loan terms before me.
13. I have reviewed the “Loan Details & Payment History” document submitted by Ms. Gong. This document indicates an original loan principal of \$1,960.82 and payments made totaling \$1,663.78. Without more, such as the loan contract’s terms, I am unable to determine whether the document accurately represents the parties’ agreement. So, I cannot conclude from this document that Ms. Gong owes the claimed amount, or the claimed contractual interest. As a result, I find Cashco has not proven, on balance, that it is owed the debt it claims in this dispute, or any contractual interest. As a result, I dismiss Cashco’s claim.

14. 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 Cashco was not successful, I dismiss its claim for reimbursement of tribunal fees. Ms. Gong did not pay any tribunal fees or claim dispute-related expenses.

ORDER

15. I dismiss Cashco's claims, and this dispute.

Andrea Ritchie, Vice Chair