



# Civil Resolution Tribunal

Date Issued: March 21, 2023

File: SC-2022-002901

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Coast Mountain College v. Chisholm*, 2023 BCCRT 230

BETWEEN:

COAST MOUNTAIN COLLEGE

**APPLICANT**

AND:

ADELE CHISHOLM

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about a tuition fees. The applicant, Coast Mountain College, says the respondent, Adele Chisholm, failed to withdraw from classes by the specified

deadline. So, the applicant claims \$679.33 for unpaid tuition under the parties' contract.

2. The respondent says they owe nothing because they did not take any classes.
3. The applicant is represented by an employee. The respondent 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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
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. I note that a CRT tribunal member issued a preliminary decision on September 15, 2022, allowing the respondent's request to pause the dispute until October 1, 2022. The respondent had made that request because of their unavailability to participate.

The respondent made no further requests to pause the CRT process, even though CRT staff reminded them about the opportunity to submit evidence and written arguments. Bearing in mind the CRT's mandate that includes speed and efficiency, I find it reasonable to proceed with this decision.

9. Next, in their Dispute Response filed at the outset of this proceeding, the respondent alleged that the applicant had harassed them in its attempts to collect the tuition debt. The respondent did not file a counterclaim and I also note there is no recognized common law tort of harassment in BC. Further, the CRT has no jurisdiction under the *Business Practices Consumer Protection Act* to make declarations about debt collection practices. So, my decision below is confined to whether the respondent owes the claimed tuition fees under the parties' contract.

## **ISSUE**

10. The issue in this dispute is whether the respondent owes the claimed \$679.33 tuition under the parties' contract, even though they did not take any classes.

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, the applicant must prove its claims on a balance of probabilities (meaning "more likely than not"). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. As noted, the respondent chose not to provide any documentary evidence or written arguments, despite having the opportunity to do so.
12. The applicant college is a designated post-secondary educational institution incorporated under section 5 of the *College and Institute Act*. The undisputed evidence is as follows. In March 2020, the respondent applied to register in the applicant's program for the fall 2020 term. While not entirely clear, it appears the respondent attended the respondent's program for the 2020/2021 school year, for the respondent's "first year" of studies. At issue in this dispute is outstanding tuition fees for the respondent's registered 2021/2022 "second year".

13. On September 28, 2021, the respondent emailed the applicant saying they were considering dropping classes and waiting until fall of 2022 to do their second year. The applicant responded that the respondent could withdraw but that they were past the date of getting a refund on the fees that have been paid. The respondent replied, asking about the fees, noting they had not paid for courses yet.
14. In a separate email on September 28, 2021, the respondent emailed the applicant's financial aid officer and confirmed they intended to withdraw and had "already" contacted the applicant, and "so whatever I owe to the school I'll just pay myself."
15. On November 1, 2021, the respondent submitted a signed "Change/Withdrawal Form" to withdraw from 2 courses as of that same date.
16. The applicant says the respondent's November 1, 2021 withdrawal was too late. The applicant relies on a printout of its webpage that says there is "no refund" if the withdrawal request was "10 business days or more into class/program". In contrast, the respondent says because they did not take the classes they do not owe any money. However, the respondent did not address the refund policy and as noted above provided no documentary evidence or written arguments beyond the Dispute Response filed at the outset of this proceeding.
17. The applicant did not submit any documentary evidence that the respondent was aware of its refund policy when they enrolled. However, again, the respondent does not deny they had agreed to the policy. More significantly, I find the emails in evidence show the respondent knew that they would owe tuition fees because they were too late to withdraw. I find this conclusion is further supported by the respondent's March 4, 2022 email to the applicant in which they said they did not have the money to make any payments but would "pay it when I can". Given the above, I find the respondent owes the applicant tuition for the classes they withdrew from in the fall 2021 term.
18. I note that in their Dispute Response the respondent says they were told they could apply for "financial hardship" but that "no one answered me about it". I find this

allegation vague and unsupported by any details or evidence. So, I find this assertion has no bearing on the applicant's entitlement to the outstanding tuition fees.

19. I turn then to the amount owing. The applicant did not submit an invoice or a copy of the parties' agreement setting out the applicable tuition fees. However, the applicant submitted an April 26, 2022 statement of account showing the respondent owes the claimed \$679.33 as the "2021 Fall Balance". While the respondent as noted disputes owing any money, they do not dispute this calculation. Given the CRT's mandate that also includes proportionality, I find this undisputed amount is not unreasonable on its face and I allow it.
20. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment COIA interest on the \$679.33. Calculated from the April 26, 2022 statement of account (a date I find reasonable) to the date of this decision, this interest equals \$13.00.
21. 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. The applicant was successful so I find it is entitled to reimbursement of \$125 in CRT fees. The applicant claimed no dispute-related expenses, so I make no order for them.

## **ORDERS**

22. Within 21 days of this decision, I order the respondent to pay the applicant a total of \$817.33, broken down as follows:
  - a. \$679.33 in debt,
  - b. \$13.00 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
23. The applicant is entitled to post-judgment interest, as applicable.

24. 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.

---

Shelley Lopez, Vice Chair