



# Civil Resolution Tribunal

Date Issued: March 22, 2024

File: SC-2023-00008095

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cantrill v. Zappala*, 2024 BCCRT 307

**B E T W E E N :**

LINDA CAROL CANTRILL

**APPLICANT**

**A N D :**

MARIO ZAPPALA

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Kate Campbell

## **INTRODUCTION**

1. This dispute is about a personal loan.

2. Applicant Linda Carol Cantrill says that on July 6, 2022, she loaned respondent Mario Zappala<sup>1</sup> \$1,000 for driving lessons. Mrs. Cantrill says they only repaid \$200. Mrs. Cantrill also says she gave Mario Zappala 2 packages of cigarettes, which she values at \$30. Mrs. Cantrill requests an order that Mario Zappala pay her \$830.
3. Mrs. Cantrill also says Mario Zappala agreed to meet her on April 16, 2023 to make a loan payment, but did not attend. She requests \$250 for the missed meeting.
4. In their Dispute Response, Mario Zappala admits to owing Mrs. Cantrill money for the loan and the cigarettes, but denies missing their meeting.
5. The parties are each self-represented.
6. For the reasons set out below, I order Mario Zappala to pay Mrs. Cantrill \$830 for the loan and cigarettes, but I dismiss Mrs. Cantrill's claim for \$250 for the missed meeting.

## **JURISDICTION AND PROCEDURE**

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims 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.
8. 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.

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<sup>1</sup> The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT addresses them respectfully. Mario Zappala did not identify any pronouns, so I respectfully use "they" to refer to Mario Zappala in this decision.

9. 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 court.

## **ISSUES**

10. The issues in this dispute are:
  - a. Does Mario Zappala owe Mrs. Cantrill \$800 for a personal loan?
  - b. Does Mario Zappala owe Mrs. Cantrill \$30 for cigarettes?
  - c. Is Mrs. Cantrill entitled to \$250 for a missed meeting?

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Mrs. Cantrill, as the applicant, must prove her claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision.
12. Mario Zappala did not provide evidence or submissions in this dispute, despite having multiple opportunities to do so.

### ***\$1,000 Loan***

13. As noted above, Mrs. Cantrill says she loaned Mario Zappala \$1,000 in 2022, and that he agreed to pay her back in installments. Mrs. Cantrill says Mario Zappala only paid \$200. Mario Zappala admitted this was true in the Dispute Response Form, so I accept it is true.
14. I also find the debt is confirmed by the text messages in evidence. Mrs. Cantrill repeatedly texted Mario Zappala asking for payments, and in their replies, Mario Zappala never denied owing the money.

15. For these reasons, I find Mario Zappala owes Mrs. Cantrill \$800 in debt. I order them to pay this amount.

### ***Cigarettes***

16. Mrs. Cantrill says Mario Zappala owes her \$30 for 2 packages of cigarettes. In their Dispute Response, Mario Zappala agreed that this was true, and provided no contrary evidence or submissions. So, I order Mario Zappala to pay Mrs. Cantrill \$30 for the cigarettes.

### ***Missed Meeting***

17. The text messages in evidence confirm that Mario Zappala agreed to meet Mrs. Cantrill at a bus stop on April 16, 2023 to make a loan payment, but did not attend.

18. Mrs. Cantrill claims \$250 for the missed meeting. While this was undoubtedly frustrating, I find Mrs. Cantrill has shown no legal basis for this claim. The parties had no written loan agreement. There is no suggestion their verbal agreement included a term entitling Mrs. Cantrill to a penalty for missed payments or missed meetings. So, I find missing the meeting was not a breach of contract.

19. I also see no legal reason why Mrs. Cantrill would be entitled to damages for the missed meeting. So, I dismiss this claim.

### ***Conclusion***

20. I order Mario Zappala to pay Mrs. Cantrill \$830 for the loan and cigarettes.

21. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mrs. Cantrill is entitled to pre-judgment interest from July 6, 2022 (the date of the loan). This equals \$55.64.

22. I find Mrs. Cantrill was substantially successful in this dispute. So, under CRTA section 49 and the CRT's rules I find she is entitled to reimbursement of \$125 in CRT fees. Neither party claimed dispute-related expenses, so I order none.

## ORDERS

23. I order that within 30 days of this decision, Mario Zappala must pay Mrs. Cantrill a total of \$1,010.64, broken down as follows:
- a. \$830 in debt,
  - b. \$55.64 in pre-judgment interest under the COIA, and
  - c. \$125 in CRT fees.
24. Mrs. Cantrill is entitled to post-judgment interest under the COIA, as applicable.
25. I dismiss Mrs. Cantrill's claim for \$250 for the missed meeting.
26. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

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Kate Campbell, Tribunal Member