



DEFAULT DECISION AND ORDER

(This shaded box is for CRT use only)

DISPUTE NUMBER: SC-2023-012536

DISPUTE AREA: Small Claims

DATE OF DECISION: April 30, 2024

TRIBUNAL MEMBER: Kristin Gardner

Enter the names of all applicants and respondents, exactly as they appear on the Dispute Notice. Separate names with a comma (for example, "John Doe, Jane Doe").

*** BETWEEN APPLICANT(S):** PYXIS CUSTOMER SOLUTIONS LTD.

*** AND RESPONDENT(S):** JESSICA LOTHMAN

Part A: Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims. You can enter a lower amount than you claimed in the Dispute Notice, but not a higher amount. Don't include your CRT fees and dispute-related expenses in your claim totals – enter those in Part C of this form.

Description	Claim Amount (\$)	<i>(CRT use only)</i> Order Amount (\$)
* Claim 1 summary (enter the Claim Summary from the Dispute Notice): Unpaid Loan	\$ 3603.45	\$ 3,603.45
Claim 2 summary (enter the Claim Summary from the Dispute Notice): _____ _____ _____	\$ _____	\$ _____
Claim 3 summary (enter the Claim Summary from the Dispute Notice): _____ _____ _____	\$ _____	\$ _____



Part B: Non-Monetary Claims and Orders

You can only claim what’s in the Dispute Notice. Don’t add new claims or use this space to explain more about your claims. If you filled out Part A (Monetary Claims), don’t add the same claims here.

Description

Claim 1 summary of what you want the respondent(s) to do or stop doing (enter the short Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (maximum 100 characters)?

Claim 2 summary of what you want the respondent(s) to do or stop doing (enter the short Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (maximum 100 characters)?

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CRT Decision on Non-Monetary Order:



Part C: Dispute-Related Fees and Expenses

You can claim CRT filing fees and reasonable dispute-related expenses you paid to prepare for the CRT process. Generally, the CRT won't order reimbursement of fees paid to a lawyer or other representative or for your time spent dealing with the dispute.

If you're claiming more than \$50, include receipts. But you don't need to include receipts for CRT fees.

Description	Expense Amount (\$)	(CRT use only) Order Amount (\$)
Fees paid to the CRT. <i>(You don't need to include receipts for these.)</i>	\$ 150.00	\$ 150.00
Service fees, if you served the Dispute Notice yourself. For example, fees for registered mail or a courier.	\$	\$
Total cost of expert reports to support your claim. <i>(Include the reports with your form.)</i>	\$	\$
Other dispute-related expenses <i>(briefly describe the expenses and how they relate to your dispute):</i>	\$	\$
Total amount of claimed fees and expenses.	\$ 150.00	\$ 150.00

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CRT Decision on Dispute-Related Fees and Expenses: \$ 150.00

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Civil Resolution Tribunal

Part D: Interest		
Description	Interest	(CRT use only) Interest Order
<input type="checkbox"/> Check this box if you waive interest. If you check this box, don't enter anything else in this Part.		
The interest accrual date. In the Dispute Notice, this is the line "When interest started applying to the amount owing".	Date: July 14, 2022	
Contractual interest rate. Enter this if you agreed to a specific interest rate in a contract or agreement with the respondent(s), and only if you claimed this rate in the Dispute Notice. In the Dispute Notice, this is the line "Annual rate of interest agreed to in your contract".	% 24.900	% 24.900
If you haven't waived interest and didn't agree to a specific interest rate in a contract or agreement with the respondent(s), the CRT will calculate interest according to the Court Order Interest Act .		
Principal amount owing as of the Dispute Notice date, not including interest.	\$ 3,603.45	\$ 3,603.45
(This shaded line is for CRT use only) Amount of contractual interest, from the date interest arose to the date of this decision.	\$ 1,396.55	
(This shaded line is for CRT use only) Amount of court-ordered interest, from the date interest arose to the date of this decision.	\$	
(This shaded box is for CRT use only) <div style="text-align: right;"> CRT Decision on Total Interest Amount: \$ 1,396.55 </div> <p>The combination of contractual interest plus the principal debt must not exceed the CRT's \$5,000 small claims monetary limit (see the non-binding but persuasive decision <i>EASYFINANCIAL SERVICES INC. V. Rosvold</i>, 2019 BCCRT 68). Although the calculated contractual interest is more than \$1,396.55, this is the maximum contractual interest available in this dispute.</p>		

Part E: Total Monetary Order
(This shaded box is for CRT use only) <div style="text-align: right;"> CRT Total Monetary Order Amount: \$ 5,150.00 </div> <p>The applicant is also entitled to post-judgment interest as provided under the <i>Court Order Interest Act</i>.</p>



CRT Default Decision and Order

The applicant(s) applied for small claims dispute resolution with the Civil Resolution Tribunal (CRT or tribunal) and requested a default decision and order of the tribunal. The following is the CRT's Default Decision and Order.

CRT DECISION

Proof of Notice:

1. A respondent must respond to a Dispute Notice within 14 days of receiving the Dispute Notice, as indicated on the Dispute Response Form, or as permitted by the CRT. A respondent served outside of British Columbia has 30 days to respond, instead of 14 days.
2. Having reviewed the evidence, I am satisfied that the respondent(s) received the Dispute Notice and did not respond to it by the deadline set out in the CRT's rules. This means the respondent(s) are in default, as defined in section 1(1)(a) of the *Civil Resolution Tribunal Act* (CRTA).

Jurisdiction:

3. The CRT's small claims jurisdiction is set out under CRTA section 118. The applicable CRT rules are those in place at the time the Dispute Notice was issued.
4. The CRT will make a binding decision without the participation of the respondent(s). The CRT will send the parties a copy of the final decision and order.
5. Where permitted under 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 tribunal considers appropriate.

Decision:

6. Liability is generally assumed in default decisions such as this one. However, as the applicant is a debt collector, section 121 of the *Business Practices and Consumer*



Protection Act (BPCPA) applies. It says that, if a debt has been assigned to a collector, the collector must not start legal proceedings to recover the debt unless:

- a. The debtor has been given notice of the debt's assignment, and
 - b. The collector has given the debtor notice of the collector's intention to bring a legal proceeding.
7. Based on the documents submitted by the applicant debt collector, I find it notified the respondent debtor of the debt's assignment by email on July 15, 2022. I also find the applicant notified the respondent of its intention to take legal proceedings in a November 27, 2023 email. While there is no evidence specifically showing the respondent received or opened those emails, on balance, I find that the applicant satisfied the notice requirements set out in BPCPA section 121.
8. As the respondent has not participated in the dispute, I find in favour of the applicant.

CRT ORDER

9. In accordance with the CRTA and the CRT'S rules, further to the decision set out above, I order the respondent to immediately pay the applicant the amounts set out in the preceding pages. The applicant is also entitled to post-judgment interest.
10. This is a validated decision and order. Under CRTA section 58.1, the applicant(s) can enforce this order by filing a copy of it in the Provincial Court of British Columbia. When you file a CRT order with the Provincial Court, the order has the same force and effect as if it were a judgment of that court.

Kristin Gardner, Vice Chair