



# Civil Resolution Tribunal

Date Issued: May 31, 2024

File: SC-2023-002219

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *McCurdy Financial Planning Inc. v. Idoko*, 2024 BCCRT 499

BETWEEN:

MCCURDY FINANCIAL PLANNING INC.

**APPLICANT**

AND:

KELECHI IDOKO

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. The respondent, Kelechi Idoko, is a former employee of the applicant, McCurdy Financial Planning Inc. The applicant says the respondent resigned and failed to pay back education expenses the applicant paid for, as required by the parties' employment agreement. It claims reimbursement of \$1,048.60. The applicant is represented by its director.

2. The respondent says he does not remember signing any agreement about repaying the expenses. The respondent is self-represented.

## **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.
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 in the interests of justice.
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 court.
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 is whether the respondent owes the applicant \$1,048.60 for education expenses.

## EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant 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. The respondent did not provide any submissions or documentary evidence apart from the Dispute Response he filed at the outset of this proceeding, which I have relied on as necessary.
9. The respondent is the applicant’s former employee. During his employment, he completed 3 certification courses, with the following completion dates and associated fees:
  - a. March 18, 2022 for \$210
  - b. March 21, 2022 for \$535.50
  - c. March 23, 2022 for \$535.50.
10. Although the respondent initially paid for the courses, upon his successful completion of them, the applicant reimbursed him the full \$1,281.
11. The parties’ November 2, 2021 employment contract says that the respondent was required to pay back any course fees paid by the applicant if the respondent’s employment ended less than 2 years after the course’s completion date. Although the respondent said in his Dispute Response that he did not recall signing any agreement about repayment, I find that he did. First, he does not deny that it is his signature on the employment contract. Second, in a June 16, 2022 email, the respondent gave the applicant notice of his resignation, effective June 24, 2022, and asked how to repay the applicant for the courses.
12. The applicant says it deducted \$232.40 from the respondent’s last paycheque, so asks for the remaining balance of \$1,048.60. Based on the parties’ agreement, I find the applicant is entitled to this amount.

13. The applicant is also entitled to pre-judgment interest under the *Court Order Interest Act*. Calculated from June 24, 2022, the respondent's last day work, this equals \$81.09.
14. Under section 49 of the CRTA, and the CRT rules, I order the respondent to reimburse the applicant \$125 in paid tribunal fees. It did not claim any dispute-related expenses.

## **ORDERS**

15. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,254.69, broken down as follows:
  - a. \$1,048.60 in debt,
  - b. \$81.09 in pre-judgment interest under the *Court Order Interest Act*,
  - c. \$125 in tribunal fees.
16. The applicant is also entitled to post-judgment interest, as applicable.
17. This is a validated decision and order. 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.

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Andrea Ritchie, Vice Chair