



Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2023-012127

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pyxis Customer Solutions Ltd. v. Johnson*, 2025 BCCRT 948

B E T W E E N :

PYXIS CUSTOMER SOLUTIONS LTD.

APPLICANT

A N D :

TIFFANY JOHNSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner, Vice Chair

INTRODUCTION

1. This dispute is about a personal loan.
2. The applicant, Pyxis Customer Solutions Ltd., says that the respondent, Tiffany Johnson, took out a loan with a third party, Easyfinancial Services Inc. Pyxis says that Ms. Johnson failed to repay the loan, and that it later bought the debt from

Easyfinancial. Pyxis claims \$3,722.34 for the outstanding loan balance, plus contractual interest. Pyxis is represented by an employee.

3. Ms. Johnson agrees she owes Pyxis something for the loan, but says she wants confirmation that the amount claimed is for the outstanding principal, without interest and fees. She also says that adding contractual interest will only place further financial burden on her. Ms. Johnson represents herself.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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. These are the CRT's formal written reasons.
5. The CRTA gives the CRT discretion to decide the hearing's format, 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 to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.
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 court.

ISSUE

7. The issue is whether Ms. Johnson owes Pyxis \$3,722.34, or some other amount, plus contractual interest.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil dispute, Pyxis must prove its claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision. Ms. Johnson did not provide any documentary evidence, despite having the opportunity to do so.
9. On March 8, 2016, Ms. Johnson took out a personal loan with Easyfinancial. The total loan amount was \$5,980.66, which included \$4,294.19 in principal and \$1,686.47 in "total interest obligation". Ms. Johnson was to make bi-weekly payments of \$112.22. At some point, she stopped making payments, though the exact date is unclear.
10. In a September 25, 2017 letter, CSF Receivables Management Ltd. advised Ms. Johnson that it had purchased her debt from Easyfinancial. The letter stated that the outstanding loan principal was \$3,722.34.
11. On July 1, 2021, CSF changed its name to Pyxis Customer Solutions Ltd. Pyxis says that Ms. Johnson made several payments, but her last payment was on June 27, 2022. Pyxis claims \$3,722.34 as the outstanding balance, plus contractual interest.
12. Ms. Johnson does not dispute the amount of her original loan with Easyfinancial, or that Easyfinancial later assigned the outstanding loan amount to Pyxis. She says she has been unable to pay off the loan due to financial difficulties, and that Pyxis has not agreed to her proposed payment plan.
13. While Pyxis did not provide any evidence of Ms. Johnson's payments to Easyfinancial, I find it likely that CSF accurately set out the principal amount owing in its September 25, 2017 letter to Ms. Johnson. So, I find that as of that date, Ms. Johnson still owed \$3,722.34 for the loan principal.

14. As noted, Pyxis says that Ms. Johnson made several payments since it bought the debt from Easyfinancial. The only evidence it provided about any payments was a transaction record for the last payment it says Ms. Johnson made on June 22, 2022, for \$57.77. Ms. Johnson does not dispute this was her last payment.
15. The transaction record also shows the amount owing before that payment was \$5,462.05, which I find included interest and fees. I find that none of Ms. Johnson's \$57.77 payment went towards paying off the loan's principal, and that it likely all went toward accumulated interest and fees. This is consistent with Ms. Johnson's contract with Easyfinancial, which said that each payment would be applied in the following order: (a) any returned item fees, (b) insurance, (c) interest due, (d) the balance, if any, to reduce the principal.
16. Given Ms. Johnson's statement that she has been under significant financial restraints, I find that even though she has made several payments to Pyxis over the years, she likely has not made any payments large enough to reduce the loan principal. Overall, I find it is more likely than not that Ms. Johnson owes Pyxis the claimed \$3,722.34 for the outstanding loan principal.
17. While I acknowledge Ms. Johnson says she cannot afford to pay, an inability to pay does not mean Pyxis is not entitled to an order for a proven debt claim. I find Ms. Johnson must pay Pyxis the claimed \$3,722.34.
18. Pyxis also claims contractual interest at a rate of 19.99% per year, according to Ms. Johnson's contract with Easyfinancial. I find the \$1,686.47 "total interest obligation" covered contractual interest until the loan term's end on September 3, 2019. However, Pyxis expressly only seeks contractual interest from August 1, 2020, so I have calculated interest from that later date to the date of this decision at the agreed-upon 19.99% annual rate. This equals \$3,681.75.
19. The CRT's monetary limit in small claims matters is \$5,000. Both the principal and contractual interest must fall within that limit. So, I allow \$1,277.66 in contractual

interest, which together with the \$3,722.34 principal equals the maximum \$5,000. I also note that Pyxis expressly limited its total claim to \$5,000.

20. The CRT's small claims monetary limit is exclusive of CRT fees. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Pyxis was successful, I allow its claim for reimbursement of \$175 in paid CRT fees. It did not claim any dispute-related expenses.

ORDERS

21. Within 21 days of the date of this decision, I order Ms. Johnson to pay Pyxis a total of \$5,175, broken down as follows:
- a. \$3,722.34 in debt,
 - b. \$1,277.66 in contractual interest at 19.99% annually, and
 - c. \$175 in CRT fees.
22. The applicant is entitled to post-judgment interest, as applicable.
23. 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.

Kristin Gardner, Vice Chair