Date Issued: September 23, 2025

File: SC-2022-004625

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Thibault v. Vancouver City Savings Credit Union*, 2025 BCCRT 1332

BETWEEN:

ANDRE THIBAULT

APPLICANT

AND:

VANCOUVER CITY SAVINGS CREDIT UNION

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Peter Mennie

INTRODUCTION

1. The applicant, Andre Thibault, says the respondent, Vancouver City Savings Credit Union (Vancity), reported inaccurate information to a credit bureau, did not process an insurance claim related to a laptop warranty, and wrongfully put limitations on his bank account access. Mr. Thibault claims $5,000 as damages.

2. Vancity says it is unclear what Mr. Thibault is claiming because he only made general allegations without any specifics. It asks me to dismiss his claims.

3. Mr. Thibault is self-represented. Vancity is represented by an employee.

4. For the reasons below, I refuse to resolve Mr. Thibault's claims for injunctive relief and defamation, and I dismiss Mr. Thibault's remaining claims.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.

6. CRTA section 39 says the CRT has discretion to decide the hearing's format. Here, I find there would be little benefit to having an oral hearing. As I discuss below, Mr. Thibault never fully explained his claims and provided no evidence in this dispute.

7. 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.

8. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

9. The issues in this dispute are what, if anything, Vancity must pay Mr. Thibault for the various issues he raises in his Dispute Notice.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Thibault, as the applicant, must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that neither party provided any documentary evidence and Mr. Thibault did not provide any submissions despite being given the opportunity to do so.

11. Mr. Thibault's Dispute Notice alleged that he had recurring issues accessing his Vancity bank account. His Dispute Notice said he would provide more details. However, despite saying he would do so, he never provided dates or specific facts to support his claims.

12. On May 16, 2023, a CRT Vice Chair decided that Mr. Thibault had not provided enough information explaining the facts of his claims to allow Vancity to properly respond. The Vice Chair ordered Mr. Thibault to amend his Dispute Notice to include how Vancity placed limits on his bank account, when the limits occurred, how that impacted Mr. Thibault's use of his account, and what damages he suffered as a result of his limited access.

13. Mr. Thibault did not amend his Dispute Notice. On October 22, 2024, another CRT Vice Chair again ordered him to amend his Dispute Notice and provide details about his claims.

14. Mr. Thibault amended his claim on January 7, 2025. In his updated description of the claim, he wrote that he wants Vancity to:

    a. Stop reporting information and his SIN number to credit bureaus and change any incorrect information,

    b. Pay damages for defamation because Vancity's reporting to credit bureaus hurt his credit rating,

c. Process an insurance claim for a laptop he purchased which did not work, and

d. Pay damages because Vancity blocked his account.

15. Mr. Thibault did not ask for a remedy for most of these issues. He only asked for $5,000 in damages because Vancity allegedly blocked his account. In any event, these claims were all raised in the Dispute Notice, so I will deal with each of these claims below.

16. Mr. Thibault wants Vancity to stop or correct its reporting to credit bureaus. He also wants Vancity to process an insurance claim. These are claims for injunctive relief, meaning an order to do something or stop doing something. CRTA section 118 says the CRT may only order injunctive relief in limited circumstances, which do not apply here. I find these claims are outside the CRT's small claims jurisdiction. I refuse to resolve them under CRTA section 10(1) which says that I must refuse to resolve a claim that is outside the CRT's jurisdiction.

17. I also do not have jurisdiction to decide Mr. Thibault's claim about defamation. CRTA section 119 says specifically that the CRT does not have jurisdiction to resolve claims about defamation. So, I refuse to resolve this claim under CRTA section 10(1).

18. That leaves Mr. Thibault's claim for compensation relating to the limits Vancity allegedly put on his account. The only detail he provided was that this occurred "several times between 2017 and 2022." He did not explain why Vancity allegedly did this, how that impacted the use of his account, or what damages he suffered as a result of the limits.

19. As I noted above, the onus is on Mr. Thibault to prove his claims. Mr. Thibault was given multiple opportunities to amend his Dispute Notice and provide evidence to prove his claims. However, he provided no evidence either to explain his claims or to show that he suffered damages as a result of Vancity's actions. So, I find that Mr. Thibault has not met his onus and I dismiss his claims.

20. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Neither of the parties paid any CRT fees. Mr. Thibault claims $2,000 for flights to serve Vancity. I order no reimbursement here because Mr. Thibault was not successful in this dispute, he could have served Vancity by mail, and he provided no proof that he paid for these flights.

ORDER

21. Under CRTA section 10(1), I refuse to resolve Mr. Thibault's claims for injunctive relief and defamation.

22. I dismiss Mr. Thibault's remaining claims.

Peter Mennie, Tribunal Member