



# Civil Resolution Tribunal

Date Issued: February 8, 2024

File: SC-2023-001708

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cashco Financial Inc. v. Ens*, 2024 BCCRT 124

BETWEEN:

CASHCO FINANCIAL INC.

**APPLICANT**

AND:

JULI ENS

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about a loan. The applicant money lender, Cashco Financial Inc., says it loaned money to the respondent, Juli Ens, and claims payment of \$4,464.04.
2. The respondent says the loan was included as part of a consumer proposal for debt relief, and that she has already made payment arrangements with the applicant.

3. The applicant is represented by Gunvir Deol, in-house legal associate. The respondent represents herself.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. 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.
6. 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 a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. 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**

8. The issue in this dispute is to what extent, if any, the respondent owes the applicant the claimed \$4,464.04.

## EVIDENCE AND ANALYSIS

9. 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 applicant did not provide any submissions apart from the initial Dispute Notice, and neither party provided any documentary evidence, despite the opportunity to do so.
10. In the Dispute Notice that started this proceeding, the applicant says the respondent is “indebted to the applicant for the amount of \$4,464.04”. As noted, the respondent does not particularly deny she owes the applicant money, but says the parties already agreed to a payment arrangement. She does not say what that arrangement is. It is unclear to me whether the respondent has made any payments towards the loan, or what the \$4,464.04 claim is made up of, whether it is loan principal, interest, or some other debt.
11. The problem for the applicant is that it bears the burden of proving its claim. As noted, the applicant chose not to provide any documentary evidence or written submissions in support of its claim. There are no loan documents or any loan terms before me.
12. I am unable to determine from the applicant’s bare assertions what amount, if any, the respondent owes the applicant. So, I find the applicant has not proven, on balance, that the respondent owes the debt it claims in this dispute. As a result, I dismiss the applicant’s claim.
13. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As the applicant was unsuccessful, I dismiss its claim for reimbursement of tribunal fees. The respondent did not pay any tribunal fees or claim dispute-related expenses.

## **ORDER**

14. The applicant's claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair