



Civil Resolution Tribunal

Date Issued: February 14, 2024

File: SC-2023-001492

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Canadian Tire Bank v. Stringer*, 2024 BCCRT 147

B E T W E E N :

CANADIAN TIRE BANK

APPLICANT

A N D :

DUSTIN STRINGER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. Canadian Tire Bank issued a credit card to Dustin Stringer¹. Canadian Tire says that Dustin Stringer defaulted on their credit card payments. It claims a principal amount owing of \$3,808.60, plus 25.99% contractual interest. Canadian Tire is represented by an employee of a collection agency it hired to collect the alleged debt. The collection agency is not a party to this dispute.

2. Dustin Stringer agrees they owe Canadian Tire the claimed amount, but they do not agree they owe contractual interest because they say the collection agency “bought the debt” knowing the risks. Dustin Stringer 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 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 to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.
5. Section 42 of the CRTA says 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.

ISSUE

6. The issue in this dispute is whether Dustin Stringer must pay Canadian Tire the claimed \$3,808.60, plus contractual interest.

EVIDENCE AND ANALYSIS

7. In a civil proceeding like this one, the applicant Canadian Tire 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 necessary to explain my decision.

8. Dustin Stringer's Dispute Response indicates they agree with Canadian Tire's claim description about the principal debt of \$3,808.60. They did not provide written submissions other than their Dispute Response, and did not submit any documentary evidence, despite having the opportunity to do so. The only other thing Dustin Stringer says in their Dispute Response is that they would "happily work with Canadian Tire". So, I find Dustin Stringer agrees with Canadian Tire's account of events, summarized below, and its documentary evidence, and I accept them as accurate.
9. Canadian Tire issued a credit card to Dustin Stringer in October 2019. Dustin Stringer's application and the Cardmember Agreement are in evidence. I infer that Dustin Stringer made purchases on the credit card, as Canadian Tire says it advanced credit to Dustin Stringer.
10. A September 6, 2022 statement in evidence shows Dustin Stringer made a \$100 payment on September 1, 2022, towards a \$3,442.28 outstanding balance. Canadian Tire says that was the last payment Dustin Stringer made. Subsequent statements show no further payments, and only interest charges applied to the outstanding balance. A February 6, 2023 statement shows a total outstanding balance of the claimed \$3,808.60. I find Dustin Stringer owes Canadian Tire that amount.
11. Dustin Stringer did not explain why they did not pay Canadian Tire when they agree with the claimed amount owing. I infer they were simply unable to afford any payments. However, an inability to pay does not relieve someone of their contractual obligations. So, I order Dustin Stringer to pay Canadian Tire \$3,808.60 for the outstanding credit card balance.

CONTRACTUAL INTEREST, CRT FEES, AND EXPENSES

12. As noted, Canadian Tire also claims contractual interest on the amount owing. While Dustin Stringer says he should not have to pay interest because a collection agency

bought the debt, I find that fact is not relevant to whether interest is owing on the outstanding balance under the parties' contract.

13. The Cardmember Agreement says that Canadian Tire will charge interest on purchases and other charges at the applicable rate (which is subject to change) for the particular charge type, and that each rate charged will be shown on the account statement. No interest is payable on purchases appearing on a statement for the first time, so long as payment is received in full within 21 days of the statement date. Otherwise, interest accrues on each charge from the date of the transaction giving rise to the particular charge until the charge has been fully paid.
14. The statements in evidence do not show the dates of the various transactions that resulted in Dustin Stringer's outstanding credit card balance. Further, as noted above, the statements in evidence show Canadian Tire already calculated interest on the unpaid balances up to February 6, 2023. In these circumstances, I find it appropriate to calculate contractual interest from February 7, 2023. The interest rate indicated on the February 6, 2023 statement for purchases is 25.99%. So, I find Canadian Tire is entitled to 25.99% contractual interest on the \$3,808.60 from February 7, 2023, to the date of this decision. This equals \$1,011.55.
15. 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. I find Canadian Tire is entitled to reimbursement of \$175 in paid CRT fees. Canadian Tire did not claim any dispute-related expenses.

ORDERS

16. Within 30 days of the date of this decision, I order Dustin Stringer to pay Canadian Tire a total of \$4,995.15, broken down as follows:
 - a. \$3,808.60 in debt,
 - b. \$1,011.55 in contractual interest, at an annual rate of 25.99%, and

c. \$175 in CRT fees.

17. Canadian Tire is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
18. 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, Tribunal Member

¹ The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure that the CRT respectfully addresses them throughout the process, including in published decisions. Dustin Stringer did not provide their title or pronouns, so I will refer to them by their full name and use gender neutral pronouns for them throughout this decision, intending no disrespect.