



Civil Resolution Tribunal

Date Issued: February 27, 2024

File: SC-2023-003526

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Savage v. Peters*, 2024 BCCRT 184

B E T W E E N :

SHAE SAVAGE

APPLICANT

A N D :

CHELSEY PETERS

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a partially unpaid invoice for an online course. The applicant, Shae Savage, says the respondent, Chelsey Peters, refused to pay the balance of \$1,350 without justification. The applicant seeks an order for payment.
2. The respondent says they are unable to pay because of their financial circumstances.

3. The parties are self-represented.
4. For the reasons that follow, I find the applicant has proven their claim.

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 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.
6. 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 that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. 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.
8. 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

9. The issue in this dispute is whether I should order the respondent to pay the applicant the balance owing of \$1,350 for an online course fee.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities. This means more likely than not. 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 the respondent did not provide submissions though they had the opportunity to do so. So, I have relied on their statements in the Dispute Response.
11. The respondent electronically signed a contract with the applicant through an online form on December 30, 2022. Section 1 said the respondent would provide life coaching and other services through a 12-week online course. Section 8 had the following terms. The respondent agreed to pay a total of \$2,500 for the course in \$75 biweekly instalments. There were no refunds under any circumstances. Further, if the respondent withdrew or did not attend the online lessons for any reason, they were still liable for the full balance owing.
12. A December 20, 2022 invoice shows that the applicant ultimately provided an \$850 discount, leaving a total price of \$1,650. I note that despite the invoice date of 2022, the invoice also shows transactions from 2023. It says the respondent started making payments on December 31, 2022, but stopped in February 2023. In total they only paid \$300, leaving \$1,350 owing. This equals the claim amount.
13. In March and May 2023, the applicant sent emails and other electric messages asking for payment. The respondent replied that they were unable to make the payments because of financial circumstances. They did not deny owing the money.
14. I find that the parties entered into a binding contract. There is no dispute about the terms of the contract, the quality of the lessons, or the balance owing. I find it clear that under section 8 the respondent owes \$1,350, even if they no longer wanted to attend the course. This is because, as stated earlier, the respondent agreed to pay the total price in any event.

15. The respondent says they are unable to pay at this time due to unrelated financial difficulties. They support their position with documents showing that they are in a dispute with a tax agency. I acknowledge this evidence and accept that the respondent is experiencing financial hardship. However, there is nothing in the contract or applicable law that removes the respondent's obligation to pay in these circumstances.
16. Given the above, I order the respondent to pay the applicant \$1,350. The *Court Order Interest Act* applies to the CRT. The December 2022 invoice shows that the respondent first missed payments starting on February 28, 2023. I find the applicant is entitled to pre-judgment interest on the debt of \$1,350 from this date, being the date of the breach of contract, to the date of this decision. This equals \$65.09.
17. 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 see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

18. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$1,540.09, broken down as follows:
 - a. \$1,350 in debt,
 - b. \$65.09 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
19. The applicant is entitled to post-judgment interest, as applicable.

20. 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.

David Jiang, Tribunal Member