



# Civil Resolution Tribunal

Date Issued: April 22, 2024

Files: SC-2023-005446 and  
SC-CC-2023-007017

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Monjazez v. Majstorovic*, 2024 BCCRT 369

B E T W E E N :

SHAHROKH MONJAZEB

**APPLICANT**

A N D :

AMANDA MARIE MAJSTOROVIC

**RESPONDENT**

A N D :

SHAHROKH MONJAZEB

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Sarah Orr

## INTRODUCTION

1. These disputes are about a personal loan. This decision relates to 2 linked disputes, SC-2023-005446 and SC-CC-2023-007017, that I find are a claim and a counterclaim involving the same parties and related issues. So, I have issued one decision for both disputes.
2. Shahrokh Monjazez loaned Amanda Marie Majstorovic \$750 which she has not repaid.
3. In SC-2023-005446, Mr. Monjazez says Ms. Majstorovic agreed to repay the loan by the end of March 2023 but failed to do so. He claims \$751.50 as repayment of the loan plus a \$1.50 e-transfer service fee.
4. Ms. Majstorovic says the parties did not agree on a plan for her to repay the loan, but she agrees to pay him \$151.50.
5. In SC-CC-2023-007017, Ms. Majstorovic says Mr. Monjazez had his assistant schedule a hair appointment with her so that he could confront her about the loan. She counterclaims \$688 for lost income for the appointment time, and expenses for fuel, childcare, and hair product she says she bought specifically for the appointment.
6. Mr. Monjazez says Ms. Majstorovic's hair salon website does not have a cancellation policy indicating any fees owing for cancelled or missed appointments. He says he does not owe her anything.
7. Both parties are self-represented.

## JURISDICTION AND PROCEDURE

8. 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.

9. 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.
10. 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 court.
11. 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.

## **ISSUES**

12. The issues in this dispute are:
  - a. Is Mr. Monjazebe entitled to \$751.50 as repayment of the loan plus an e-transfer service fee?
  - b. Is Ms. Majstorovic entitled to \$688 for lost income and expenses?

## **EVIDENCE AND ANALYSIS**

13. As the applicant in this civil proceeding, Mr. Monjazebe must prove his claims on a balance of probabilities, which means more likely than not. Likewise, Ms. Majstorovic must prove her counterclaim to the same standard. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.

***Is Mr. Monjazez entitled to \$751.50 as repayment of the loan plus an e-transfer service fee?***

14. On March 1, 2023, Mr. Monjazez loaned Ms. Majstorovic \$750 by e-transfer, and paid a \$1.50 e-transfer service fee. The message on the e-transfer receipt says, "Short term loan for the balance of your rent". In a March 1, 2023 text message, Mr. Monjazez told Ms. Majstorovic she could repay the loan in 2 installments of \$375, one due in March 2023 and one due in April 2023. Ms. Majstorovic responded, "Thank you!!! Yes". She also told Mr. Monjazez that on April 4, 2023 she would be receiving a GST return check that would "fully cover the money that I borrowed".
15. Mr. Monjazez says that when he loaned Ms. Majstorovic the money, he told her he would not charge her interest, as long as she repaid it according to their agreement. He says he told her that if she defaulted on repaying the loan, he would charge her any expenses he incurred to collect the debt.
16. Ms. Majstorovic says she agreed to repay the loan but denies that the parties agreed on a repayment plan.
17. On April 6, 2023, Ms. Majstorovic told Mr. Monjazez that she had not received the GST cheque she was expecting. Mr. Monjazez responded, "Don't worry about it sweetheart. Just send me the whole amount when you have it." On April 13, 2023, Mr. Monjazez texted Ms. Majstorovic, "I need to know when you could pay me back the \$750 I lent you...I would appreciate it if you could take care of this ASAP." Ms. Majstorovic responded, "If you could give me a couple days, that would be great". Mr. Monjazez responded, "I could wait till Monday". She responded, "Ok thanks". On Monday April 17, 2023, Mr. Monjazez texted Ms. Majstorovic, "You said you were going to pay the \$750 back to me today". Mr. Monjazez says Ms. Majstorovic failed to respond to this message and from then on stopped communicating with him.
18. Ms. Majstorovic does not deny that she intentionally stopped communicating with Mr. Monjazez after April 17, 2023. She says it was because his text messages became "overwhelming and very troublesome", but she did not submit any text messages or other documentary evidence to support this allegation.

19. Based on the text messages in evidence, I am satisfied that Ms. Majstorovic agreed to repay the loan by April 17, 2023, and failed to do so. So, I find Ms. Majstorovic must repay Mr. Monjazez \$750.
20. Ms. Majstorovic does not specifically deny agreeing to pay for Mr. Monjazez's debt collection expenses if she defaulted on the loan. However, I find Mr. Monjazez's claim for such expenses is limited to the \$1.50 he claimed in his Dispute Notice for the e-transfer service fee. He says he charges between \$185 and \$225 per hour for his professional services and that he has spent over 5 hours trying to recover the loan. He also submitted a July 31, 2023 invoice from his assistant, RB, showing she charged \$38 per hour for 5.75 hours attempting to collect on the loan. However, Mr. Monjazez did not amend his Dispute Notice to include these amounts, so I find they are not properly before me. Based on her calculations in her Dispute Notice, I find Ms. Majstorovic agreed to repay Mr. Monjazez the \$1.50 e-transfer fee. So, I find Ms. Majstorovic must pay Mr. Monjazez \$1.50 for the e-transfer fee.
21. In summary, I find Ms. Majstorovic must pay Mr. Monjazez \$751.50 as repayment of the \$750 loan and the \$1.50 e-transfer fee.

***Is Ms. Majstorovic entitled to \$688 for lost income and expenses?***

22. On May 5, 2023, Mr. Monjazez's assistant, RB, scheduled a balayage hair appointment with Ms. Majstorovic for May 11, 2023, at 6:00 p.m. Ms. Majstorovic and RB exchanged text messages about RB's colour and style preferences before the appointment. RB had no intention of having her hair coloured. Rather, Mr. Monjazez used the appointment as an opportunity for him and RB to confront Ms. Majstorovic about the outstanding loan. Unsurprisingly, the confrontation did not go well. During the confrontation Mr. Monjazez handed Ms. Majstorovic a demand letter to repay the loan.
23. Ms. Majstorovic claims \$688 for lost income from the May 11, 2023 appointment, plus expenses for fuel, childcare, and hair product. She says that by scheduling an appointment he had no intention of honouring, Mr. Monjazez caused her to lose out

on income she could have earned from filling that spot in her schedule with a real client. However, she did not submit her salon schedule or any other documentary evidence showing how busy she usually was, or that it was likely she could have filled that appointment slot. Mr. Monjazez says that when RB scheduled the appointment, Ms. Majstorovic's calendar was "wide open". Though he provided no documentary evidence to support this, Ms. Majstorovic does not deny it.

24. Although Ms. Majstorovic does not specifically claim any cancellation fees for the May 11, 2023 appointment, Mr. Monjazez says he does not owe any. He says that before RB booked the appointment, he ensured Ms. Majstorovic's salon's cancellation policy did not charge any cancellation fees. He submitted screen shots supporting this, which Ms. Majstorovic does not deny. So, I find Mr. Monjazez does not owe Ms. Majstorovic any cancellation fees for the appointment.
25. Without more, I find Ms. Majstorovic has failed to establish that she lost income because of Mr. Monjazez's scheduling a fake appointment.
26. Ms. Majstorovic also says she incurred fuel, childcare, and hair product expenses to attend Mr. Monjazez's fake appointment. However, she failed to set out the specific amounts she incurred for each of these expenses. She also failed to provide any documentary evidence to support these claims, such as receipts or witness statements providing details about the expenses she incurred. Without more, I find she has failed to prove she incurred any expenses to attend the May 11, 2023 appointment.
27. I dismiss Ms. Majstorovic's counterclaim.
28. The *Court Order Interest Act* applies to the CRT. Mr. Monjazez is entitled to pre-judgment interest on the \$751.50 owing calculated from April 17, 2023, which is the latest date Ms. Majstorovic agreed to repay the loan, to the date of this decision. This equals \$32.04.

29. 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. Since Mr. Monjazez was successful, I find he is entitled to reimbursement of \$125 in CRT fees. Mr. Monjazez did not expressly claim dispute-related expenses, but he submitted a July 31, 2023 invoice from his assistant, RB, showing she spent 5 hours preparing for the CRT claim at \$38 per hour. However, under Rule 9.5(5), the CRT generally does not order one party to pay another party for their time spent dealing with the CRT proceeding except in extraordinary circumstances. I find there are no extraordinary circumstances here. So, I find Mr. Monjazez is not entitled to reimbursement of any dispute-related expenses.
30. Ms. Majstorovic was unsuccessful in her counterclaim but did not pay any CRT fees or claim any dispute-related expenses.

## **ORDERS**

31. Within 30 days of the date of this order, I order Ms. Majstorovic to pay Mr. Monjazez a total of \$908.54, broken down as follows:
- a. \$751.50 as payment of the loan and e-transfer service fee,
  - b. \$32.04 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees and dispute-related expenses.
32. Mr. Monjazez is entitled to post-judgment interest, as applicable.
33. I dismiss Ms. Majstorovic's counterclaim.

34. 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.

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Sarah Orr, Tribunal Member