



Civil Resolution Tribunal

Date Issued: July 29, 2024

File: SC-2023-007780

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Komiya v. Templin*, 2024 BCCRT 729

B E T W E E N :

YUICHIRO KOMIYA

APPLICANT

A N D :

RICHARD TEMPLIN and ROBYNN TEMPLIN

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about payment for a Honda side-by-side. The applicant, Yuichiro Komiya, says the respondents, Richard Templin and Robynn Templin, Purchased the side-by-side from Mr. Komiya for \$10,000, to be paid in instalments. The respondents stopped paying, and Mr. Komiya claims the \$2,200 outstanding balance.

2. The respondents admit they stopped paying, but say they cannot afford to pay the remaining amount.
3. The applicant is self-represented. Ms. Templin represents both respondents.

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 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. I find the parties essentially agree about the claim, and so there are no major credibility issues. 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 the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
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 whether the applicant is entitled to repayment of the final \$2,000 owed.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove his claims on a balance of probabilities, meaning more likely than not. I note that neither respondent provided any evidence or submissions, outside of the Dispute Response filed by Ms. Templin, despite being given the opportunity to do so. I have read the applicant's submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
10. The applicant provided a copy of the parties' 2-paragraph agreement, signed by the parties in August 2020. The agreement says the purchase price of the side-by-side is \$10,000, to be paid by \$700 monthly payments. The respondents do not dispute this document, and I find it represents the parties' agreement.
11. The contract does not have a start date for the payments, but I accept the applicant's evidence that the payments started in October 2020.
12. The respondents made payments for the first 6 months. However, I accept after that time the respondents did not make regular payments, and did not make any after November 2022 until Mr. Komiya started this CRT dispute.
13. In the Dispute Notice, the applicant initially claimed \$4,200. However, he admits the respondents made subsequent payments, so he lowered his claimed amount to \$2,000. The respondents admitted in their Dispute Response that they owed the applicant \$4,200, but could not afford to pay. I accept that they made payments after this dispute was filed, from November 2023 to March 2024, and this amount owing is now \$2,000.
14. I find the respondents must pay the applicant the \$2,000 balance, further to the parties' contract. While I acknowledge the respondents say they cannot afford to pay, an inability to pay does not mean the applicant is not entitled to an order for a proven debt claim.

15. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$2,000 from March 20, 2024, the date the respondents stopped making payments, to the date of this decision. This equals \$36.07.
16. 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 \$175 in CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

17. Within 30 days of the date of this order, I order the respondents to pay the applicant a total of \$2,211.07, broken down as follows:
- a. \$2,000 in debt,
 - b. \$36.07 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
18. The applicant is entitled to post-judgment interest, as applicable.
19. 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.

Amanda Binnie, Tribunal Member