



Request a Default Decision and Order – Small Claims



When to use this form

You can only request a default decision if the CRT tells you that the respondent(s) didn't respond to the dispute.

You can only claim what's in the Dispute Notice. The CRT only grants orders if it has jurisdiction over the claim and the remedies you want.



How to submit this form and any fees

- ✓ Fields marked * are required. If your form is missing information, it will take longer to process. Don't enter information in the shaded areas of the form marked "For CRT Use Only".
- ✓ There is a \$25 fee for this request if submitting by email, or \$30 if submitting by mail or fax. If you haven't paid this fee yet, we'll contact you when we receive this form.
- ✓ For a default decision, you don't have to give evidence that the other party is at fault. But you might need to give evidence to prove the value of your claims. See the next page for details. Attach any evidence as separate pages.
- ✓ Send this form and your evidence (if required) to the CRT by email, mail, or fax:

Email: RSC@crtbc.ca

Fax: 1-250-356-6552

Mail: PO Box 9239 Stn Prov Govt
Victoria BC V8W 9J1

Personal Information and Privacy Notice

Your personal information is collected for the purpose of a Civil Resolution Tribunal dispute resolution process, pursuant to the *Civil Resolution Tribunal Act* and the CRT's Rules. See our policy on [access to records](#) and information in CRT disputes. If you have any questions regarding the collection of your personal information, please contact us:

Email: RSC@crtbc.ca
Fax: 1-250-356-6552

Mail: ATTN: Registrar and Executive Director
PO Box 9239 Stn Prov Govt
Victoria BC V8W 9J1

Declarations

* CRT Dispute Number (*for example, SC-2019-01234*):

* I confirm that (*select one*):

- The CRT advised me that it served all the respondents with the Dispute Notice for this dispute. The CRT also advised me that no respondent has submitted a Dispute Response.
- The CRT advised me that it served some of the respondents, but directed me to serve the other respondents. I confirm that I have served the Dispute Notice on all respondents that the CRT directed me to serve. The CRT also advised me that no respondent has submitted a Dispute Response.
- The CRT directed me to serve all the respondents. I confirm I have served the Dispute Notice on all respondents. The CRT also advised me that no respondent has submitted a Dispute Response.

* I also confirm that (*must select all*):

- The claim amounts in this form are the same or lower than the amounts listed in the Dispute Notice. I understand the CRT won't award more than what I claimed in the Dispute Notice.
- If I am requesting reimbursement of CRT fees and dispute-related expenses, I am only claiming fees and expenses related to bringing the claims to the CRT. I understand the CRT won't award more than what I claimed. I understand that the CRT generally won't order reimbursement of lawyer fees or my time spent dealing with this dispute.
- I and all other applicants understand that the maximum amount that the CRT can award in a small claim is \$5,000 Canadian, excluding CRT fees, dispute-related expenses and interest payable under the *Court Order Interest Act*. If our claim is more than \$5,000, we agree to reduce it to \$5,000 and abandon the rest.
- I understand the CRT can't award more than \$5,000 for principal debt and contractual interest. If our combined principal and interest is over \$5,000, we agree to reduce it to \$5,000 and abandon the rest.
- I understand that, under section 92 of the *Civil Resolution Tribunal Act*, a person who provides false or misleading evidence or other information in a tribunal proceeding commits an offence and is liable on conviction to a fine of \$10,000 or imprisonment for a term not longer than 6 months, or both.

* Name of the person making this declaration:

* Date:

Types of Claims and What to Include

Monetary Claims: Debt

A debt claim is for a specific amount of money owed as part of a contract or agreement. For example, you loaned money to someone, you bought a defective product and want a refund, or the other party signed a contract agreeing to pay a specific amount for goods or services.

You can enter a lower amount than you claimed in the Dispute Notice. For example, if you originally claimed \$500 and the respondent paid you \$100 after the Dispute Notice was issued, you would enter \$400 in this form.



Include with this form:

- Receipts for all dispute-related expenses, if you're claiming more than \$50 total for fees and expenses. (Receipts for CRT fees aren't required.)
- Copies of any expert reports you're claiming reimbursement for.



Don't include with this form:

- Receipts for CRT fees.
- New claims.
- Evidence of the debt or the amount owing.
- Your contract with the respondent(s).
- Contractual interest, or a contractual interest rate, that wasn't included in the Dispute Notice.

Monetary Claims: Non-Debt

A non-debt claim is when you don't have a contract or agreement about the amount you're claiming. For example, someone damaged your fence and you're claiming the cost to repair it.

You can enter a lower amount than you claimed in the Dispute Notice. For example, if you originally claimed \$500 and the respondent paid you \$100 after the Dispute Notice was issued, you would enter \$400 in this form.



Include with this form:

- Receipts for all dispute-related expenses, if you're claiming more than \$50 total for fees and expenses. (Receipts for CRT fees aren't required.)
- Copies of any expert reports you're claiming reimbursement for.
- Evidence of the claim value. For example, a receipt showing the amount you paid to repair your fence.



Don't include with this form:

- Receipts for CRT fees.
- New claims.
- Evidence that the other party is at fault. For example, evidence that the other party caused damage to your fence.
- Contractual interest, or a contractual interest rate, that wasn't included in the Dispute Notice.

Non-Monetary Claims

A non-monetary claim is when you simply want the other party to do or stop doing something. This is called “injunctive relief”. For example, you want someone to return your dog.

For a small claims dispute, the CRT can only order injunctive relief in limited circumstances. For example, to return personal property.

The CRT usually won’t order a respondent to do something if an order to pay money would be sufficient. If you want an order for injunctive relief instead of money, clearly explain why in Part B of this form.



Include with this form:

- Receipts for all dispute-related expenses, if you’re claiming more than \$50 total for fees and expenses. (Receipts for CRT fees aren’t required.)
- Copies of any expert reports you’re claiming reimbursement for.



Don’t include with this form:

- Receipts for CRT fees.
- New claims.
- Evidence that the other party is at fault. For example, evidence that the other party took your dog and didn’t give it back.
- Any contract or agreement with the respondent(s).



DEFAULT DECISION AND ORDER

(This shaded box is for CRT use only)

DISPUTE NUMBER:

DISPUTE AREA: Small Claims

DATE OF DECISION:

TRIBUNAL MEMBER:

Enter the names of all applicants and respondents, exactly as they appear on the Dispute Notice. Separate names with a comma (for example, "John Doe, Jane Doe").

*** BETWEEN APPLICANT(S):**

*** AND RESPONDENT(S):**

Part A: Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims. You can enter a lower amount than you claimed in the Dispute Notice, but not a higher amount. Don't include your CRT fees and dispute-related expenses in your claim totals – enter those in Part C of this form.

Description	Claim Amount (\$)	<i>(CRT use only)</i> Order Amount (\$)
* Claim 1 summary <i>(enter the Claim Summary from the Dispute Notice):</i>	\$	\$
Claim 2 summary <i>(enter the Claim Summary from the Dispute Notice):</i>	\$	\$
Claim 3 summary <i>(enter the Claim Summary from the Dispute Notice):</i>	\$	\$

(This shaded box is for CRT use only)

CRT Decision on Monetary Claims: \$



Part B: Non-Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims or use this space to explain more about your claims. If you filled out Part A (Monetary Claims), don't add the same claims here.

Claim 1 summary of what you want the respondent(s) to do or stop doing (*enter the short Requested Resolution from the Dispute Notice*):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

Claim 2 summary of what you want the respondent(s) to do or stop doing (*enter the short Requested Resolution from the Dispute Notice*):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

(This shaded box is for CRT use only)

CRT Decision on Non-Monetary Claims:



Part C: Dispute-Related Fees and Expenses

You can claim CRT filing fees and reasonable dispute-related expenses you paid to prepare for the CRT process. Generally, the CRT won't order reimbursement of fees paid to a lawyer or other representative or for your time spent dealing with the dispute.

If you're claiming more than \$50, include receipts. But you don't need to include receipts for CRT fees.

Description	Expense Amount (\$)	<i>(CRT use only)</i> Order Amount (\$)
Fees paid to the CRT. <i>(You don't need to include receipts for these.)</i>	\$	\$
Service fees, if you served the Dispute Notice yourself. For example, fees for registered mail or a courier.	\$	\$
Total cost of expert reports to support your claim. <i>(Include the reports with your form.)</i>	\$	\$
Other dispute-related expenses <i>(briefly describe the expenses and how they relate to your dispute):</i>	\$	\$
Total amount of claimed fees and expenses.	\$	\$

(This shaded box is for CRT use only)

CRT Decision on Dispute-Related Fees and Expenses: \$



Part D: Interest		
Description	Interest	(CRT use only) Interest Order
<input type="checkbox"/> Check this box if you waive interest. If you check this box, don't enter anything else in this Part.		
The interest accrual date. In the Dispute Notice, this is the line "When interest started applying to the amount owing".	Date:	
Contractual interest rate. Enter this if you agreed to a specific interest rate in a contract or agreement with the respondent(s), and only if you claimed this rate in the Dispute Notice. In the Dispute Notice, this is the line "Annual rate of interest agreed to in your contract".	%	%
If you haven't waived interest and didn't agree to a specific interest rate in a contract or agreement with the respondent(s), the CRT will calculate interest according to the Court Order Interest Act .		
Principal amount owing as of the Dispute Notice date, not including interest.	\$	\$
(This shaded line is for CRT use only) Amount of contractual interest, from the date interest arose to the date of this decision.	\$	
(This shaded line is for CRT use only) Amount of court-ordered interest, from the date interest arose to the date of this decision.	\$	
(This shaded box is for CRT use only) CRT Decision on Total Interest Amount: \$		

Part E: Total Monetary Order
(This shaded box is for CRT use only) CRT Total Monetary Order Amount: \$
The applicant is also entitled to post-judgment interest as provided under the <i>Court Order Interest Act</i> .