



Civil Resolution Tribunal

Date Issued: April 24, 2024

File: SC-2023-006100

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Green v. Mercer*, 2024 BCCRT 399

BETWEEN:

ROSS RONALD GREEN

APPLICANT

AND:

REBECCA JUNE MERCER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a personal loan. The applicant, Ross Ronald Green, says he loaned the respondent, Rebecca June Mercer, a total of \$7,000. The applicant says the respondent failed to repay him. He claims \$5,000, the small claims monetary limit at the Civil Resolution Tribunal (CRT).
2. The respondent says the applicant offered to help them pay rent and that they agreed to pay the respondent back when they could. The respondent also says the money

was a gift. The respondent says they are willing to pay the applicant back but cannot afford it right now. They also deny borrowing the amount the applicant claims.

3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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 that 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.
6. Section 42 of the CRTA says that 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 how much the respondent owes the applicant, if anything.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. The applicant says he loaned the respondent \$3,500 on two separate occasions in 2023. Although the respondent says they received less money than the applicant claims, they do not explain how much money they actually received. Text messages and email correspondence in evidence show the respondent did not dispute they received \$7,000. So, I find the respondent received \$7,000. The respondent has undisputedly not repaid the applicant.
11. Although the respondent alleges at times that the money was a gift, they acknowledge they accepted the money and promised to repay the applicant. This is confirmed by the text messages and email correspondence in evidence. So, on balance, I find the respondent borrowed the \$7,000 as a personal loan to be repaid.
12. The respondent says the parties agreed the respondent would pay the applicant back when they could, and they are still unable to pay the entire amount at this time. The respondent says they offered a payment plan to the applicant, which he rejected. As the parties did not agree to any specific due date for the loans, they are considered demand loans. Demand loans become due and payable when the lender demands payment. The applicant had no obligation to agree to a payment plan after he demanded repayment. A May 23, 2023 text message shows the applicant demanded repayment of the \$7,000 loan by June 15, 2023. The respondent denied being able to repay him on that date, but agreed to pay him back.
13. I find the respondent must pay the applicant the claimed \$5,000. I acknowledge the respondent says they cannot afford to pay the applicant that amount all at once. However, an inability to pay does not mean the applicant is not entitled to an order for a proven debt claim.

14. The CRT small claims monetary limit is exclusive of *Court Order Interest Act* interest and CRT fees. The applicant is entitled to pre-judgment interest on the \$5,000 under the *Court Order Interest Act*. Calculated from June 15, 2023, the requested repayment date, this equals \$216.44.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. The applicant was successful, so is entitled to reimbursement of \$175 in paid tribunal fees. He did not claim any dispute-related expenses.

ORDERS

16. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$5,391.44, broken down as follows:
 - a. \$5,000 in debt,
 - b. \$216.44 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in tribunal fees.
17. The applicant is also entitled to post-judgment interest, as applicable.
18. 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.

Andrea Ritchie, Vice Chair

