



# Civil Resolution Tribunal

Date Issued: August 15, 2019

File: SC-2019-002773

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Coyle v. Weinberger*, 2019 BCCRT 973

**BETWEEN:**

COLTON COYLE

**APPLICANT**

**AND:**

TREA WEINBERGER

**RESPONDENT**

**AND:**

COLTON COYLE

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Trisha Apland

## **INTRODUCTION**

1. The applicant, Colton Coyle, says he loaned the respondent, Trea Weinberger, \$2,000.00 on March 9, 2018. The parties were in a romantic relationship at the time and have since broken up. Ms. Weinberger says that Mr. Coyle did give her a sum of money but denies that it was a loan.
2. Ms. Weinberger claims that Mr. Coyle has her MacBook Pro laptop worth \$800. Mr. Coyle agrees that he possesses her laptop and says he is keeping the laptop because of the money she owes him. Ms. Weinberger says that Mr. Coyle owes her \$624.00 from a lost bet over a car. By counterclaim, Ms. Weinberger seeks the return of her laptop and payment on the \$624 bet. Mr. Coyle denies that he lost any bet to Ms. Weinberger or that he owes her money.
3. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, she said" scenario. Credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. In the

circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me.

6. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is in issue.
7. The tribunal 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. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:
  - a. order a party to do or stop doing something;
  - b. order a party to pay money;
  - c. order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

9. The issue in this dispute are:
  - a. To what extent if any, does Ms. Weinberger owe Mr. Coyle \$2,000 for a loan?
  - b. To what extent if any, does Mr. Coyle owe Ms. Weinberger \$624.00 over a lost bet?
  - c. Must Mr. Coyle return Ms. Weinberger's MacBook Pro laptop?

## **EVIDENCE AND ANALYSIS**

10. Mr. Coyle bears the burden of proving his claim, on a balance of probabilities. In the counterclaim, Ms. Weinberger bears this same burden. I have reviewed the evidence and submissions but refer to it only as needed to explain my decision.

### **The Loan**

11. In his Dispute Notice, Mr. Coyle said that he lent Ms. Weinberger \$2,000 for rent and a car payment. Ms. Weinberger denies that Mr. Coyle lent her money for rent. She says they were both living at their respective parents' houses and did not pay rent.

12. In her Dispute Response, Ms. Weinberger admits that Mr. Coyle gave her money for a car payment. She said he "insisted on helping me...because he knew I would do the same for him." She says the parties often helped each other out by paying for "simple things" like gas and coffee.

13. In her submissions, Ms. Weinberger says that Mr. Coyle only gave her \$1,000 and it was to replace a phone which he accidentally broke. Ms. Weinberger does not explain the discrepancy between her Dispute Response and submissions on the money he gave her. Mr. Coyle denies breaking the phone. He says he loaned Ms. Weinberger the money to get a new phone and to pay some credit card debt.

14. I find the parties submissions do not clearly account for how the money was meant to be spent. For whatever its intended purpose, I find that Mr. Coyle gave Ms. Weinberger \$2,000 and that Ms. Weinberger agreed to repay it. My reasons follow.

15. Mr. Coyle produced both his banking information and his text messages with Ms. Weinberger. Taken together, I find the evidence establishes that the money was a loan for \$2,000. Specifically, on March 9, 2018, Mr. Coyle sent Ms. Weinberger a text where he wrote, "Ok I'll send you the money". Ms. Weinberger asked Mr. Coyle not to tell anyone and replied, "I'll pay you back as soon as possible". Mr. Coyle wrote that he had just sent Ms. Weinberger "2 transactions". He asked her to let him

know when she accepted the first, which she immediately confirmed. On that same day, Mr. Coyle's banking information shows he made 2 withdrawals totaling \$2,000.

16. In another set of text messages sent about 5 minutes later, Ms. Weinberger again confirmed that she would pay Mr. Coyle back. I find there is nothing in the text messages that would suggest the money was a gift or that Mr. Coyle had otherwise, agreed that Ms. Weinberger did not have to repay it.
17. As mentioned, Ms. Weinberger disputes that Mr. Coyle gave her \$2,000. She provided her bank statement showing receipt of a \$1,000 electronic transfer on March 9, 2018. She states that the \$1,000 was the "only money Colton ever gave me...so I'm not sure where they are getting 2000\$ from". She says the money was to get a new phone. She provided her phone invoice with an unpaid balance of \$1,045.02.
18. Mr. Coyle says that in addition to the \$1,000 electronic transfer, he also gave Ms. Weinberger \$1,000 in cash. He explains that he made a separate cash withdrawal because of his daily monetary limit on electronic transactions. While the parties' text messages do not state the amount of money Mr. Coyle sent Ms. Weinberger, they do mention that he sent it in 2 transactions. Mr. Coyle's bank records for the same date show two \$1,000 transactions, a cash withdrawal and an electronic transfer. On the weight of the evidence, I accept that on March 9, 2018, Mr. Coyle lent Ms. Weinberger \$2,000 and that Ms. Weinberger agreed to pay him back.
19. It is not disputed that Ms. Weinberger has yet to repay any amount of the \$2,000 loan. I find that Ms. Weinberger must repay Mr. Coyle \$2,000, plus interest.
20. Ms. Weinberger says that she should not have to pay any interest because the parties had not agreed to an interest rate. However, the *Court Order Interest Act* (COIA) says that where parties have not agreed to an interest rate, interest will be at the rate set by the court. Ms. Weinberger told Mr. Coyle she would pay him back "as soon as possible". I will allow interest calculated from April 9, 2018, a month

after the date of the loan. I find Ms. Weinberger must pay Mr. Coyle a total of \$44.33, in pre-judgment COIA interest.

### ***The \$624 Bet***

21. As for the bet, Ms. Weinberger provided a signed handwritten note dated May 18, 2018. The note says, "\$624 for a Bet that I Colton will not regret my car." In different handwriting, the note says, "\*Colton wants Jeep, Trea wins!\*". Ms. Weinberger says that Mr. Coyle regretted buying the car because it fell apart and because his friends had Jeeps or "wheeling rigs". Mr. Coyle says they made "stupid bets" that meant nothing. He says he got rid of his car because it was falling apart. He says he loved his car and did not regret it.
22. To establish that the bet is enforceable, Ms. Weinberger would have to establish that the bet met the basic principles of contract law. For a valid contract to exist, there must be an offer, acceptance of the offer, and consideration, which is something of value given by each party. When a contract is conditional on a certain event happening, that condition must be satisfied before a party can enforce the contract.
23. I find that Ms. Weinberger has not established that the bet is an enforceable contract. She provided no evidence of consideration by either party and has not established that Mr. Coyle "regretted" the car, i.e. that this condition was satisfied. For these reasons, I dismiss Ms. Weinberger's claim for \$624.00 on the bet.

### ***The MacBook Pro Laptop***

24. It is undisputed that Mr. Coyle possesses a MacBook Pro laptop that belongs to Ms. Weinberger. I find Mr. Coyle has no right to keep a laptop that belongs to Ms. Weinberger.
25. Under section 118(1)(b) of the CRTA, the tribunal has authority to grant relief for recovery of personal property. I find that Mr. Coyle must return the laptop to Ms.

Weinberger within 30 days of this decision. I find Mr. Coyle must make the laptop available for pick-up by Ms. Weinberger, or someone Ms. Weinberger has designated in writing to pick-up the laptop on her behalf. Mr. Coyle must make the laptop available for pick-up according to one of the following 2 options chosen by Ms. Weinberger, a) from Mr. Coyle's home, or b) some other mutually agreeable location, on 3 days' written notice.

## **FEES AND DISPUTE RELATED EXPENSES**

26. Under section 49 of the CRTA, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find that both parties were successful in their respective claims. Since both parties paid the same \$125 in tribunal fees, I find the claims cancel each other out. Neither party claimed dispute-related expenses. Accordingly, I make no award for fees or dispute related expenses.

## **ORDERS**

27. Within 30 days of the date of this decision, I order Ms. Weinberger to pay Mr. Coyle a total of \$2,044.33, broken down as follows:

- a. \$2,000.00 as payment for the debt, and
- b. \$44.33 in pre-judgment interest under the COIA.

28. Mr. Coyle is entitled to post-judgment interest, as applicable under the COIA.

29. Within 30 days of the date of this decision, I order Mr. Coyle to make the MacBook Pro laptop available for pick-up by Ms. Weinberger, or someone Ms. Weinberger has designated in writing to pick-up the MacBook Pro laptop on her behalf. Mr. Coyle must make the laptop available for pick-up according to one of the following options chosen by Ms. Weinberger, a) from Mr. Coyle's home, or b) some other mutually agreeable location, on 3 days' written notice.

30. Ms. Weinberger's remaining claims are dismissed.
31. Under section 48 of the CRTA, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
32. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

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Trisha Apland, Tribunal Member