



# Civil Resolution Tribunal

Date Issued: June 9, 2020

File: SC-2019-010984

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Sushant*, 2020 BCCRT 640

B E T W E E N :

SUHANI SINGH

**APPLICANT**

A N D :

SINGH SUSHANT

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Julie K. Gibson

## INTRODUCTION

1. The applicant Suhani Singh says the respondent Singh Sushant, who I will refer to as Mr. Singh below, charged \$2,229.40 to her credit card without permission, to book his own flights to and from India. Ms. Singh secured a partial refund of \$818.91.

2. Ms. Singh claims:
  - a. \$729.18, being the portion of the first flight charge that was not refunded, and
  - b. \$1,500.22 for the second flight.
3. Mr. Singh says he did not use Ms. Singh's credit card. Mr. Singh says because the parties stopped living together in 2016, he does not have access to her credit card. Mr. Singh suggests that Ms. Singh may have used her own card to make "trouble" for him. Mr. Singh asks me to dismiss the dispute.
4. The parties are each self-represented.

## **JURISDICTION AND PROCEDURE**

5. 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). 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, this dispute amounts to a scenario where both sides call into question the credibility of the other. Credibility of 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. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me.
7. 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 *Yas v.*

*Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the court recognized that oral hearings are not necessarily required where credibility is in issue. I decided to hear this dispute through written submissions.

8. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. 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**

10. The issue in this dispute is whether Mr. Singh owes Ms. Singh \$2,229.40 as a refund for flights he allegedly charged to her credit card without her permission.

## **EVIDENCE AND ANALYSIS**

11. In this civil claim, Ms. Singh bears the burden of proof on a balance of probabilities. I have reviewed the evidence and submissions but refer to them only as I find necessary to explain my decision.
12. Based on Ms. Singh's credit card statements and email flight confirmations that were sent to her, I find that her credit card was used to book Mr. Singh's flights to take place on March 22/23, 2018 (Vancouver to Mumbai) and August 8, 2018 (Mumbai to Vancouver), as follows:
  - a. \$1,298.09 for flight charges incurred in late December 2017, and
  - b. \$1,550.22 for flight charges incurred in late January and early February 2018.

13. The \$1,298.09 on the credit card statement does not add up to the claimed \$1,548.09 that Ms. Singh says her husband spent on the March flights. I find the \$1,298.09 is the amount proven to be charged Ms. Singh's credit card.
14. The \$1,550.22 is \$50 more than the \$1,500.22 for the second flight claimed by Ms. Singh in her Dispute Notice. She did not explain the discrepancy and I use the lower amount. Together, I find that the charges add up to \$2,798.31.
15. In February 2019, Ms. Singh emailed the CheapOair Collections Department to inform them that she was contesting the credit card charges made by Mr. Singh for his flights.
16. Mr. Singh filed a copy of a passport page showing it was stamped in Mumbai on August 2. He did not provide a cover page to show that this page was in his passport. I find that this document does not assist in determining the relevant issue.
17. Mr. Singh provided a copy of an email flight confirmation showing an August 3, 2018 Mumbai to Vancouver flight. Mr. Singh submits that, because he had a flight booked for August 3, he did not use Ms. Singh's card to book the August 8, 2018 flights. I find that the documents do not prove his point.
18. Mr. Singh booked his August 3, 2018 flights on July 12, 2018. Given that timeline, I find that Mr. Singh booked his own August 3, 2018 flights after Ms. Singh discovered his purchase of the August 8, 2018 flights and cancelled them. I make this finding because documentary evidence proves that Mr. Singh charged flights, for himself, to Ms. Singh's credit card, at a much earlier date. Then, after Ms. Singh disputed the charges and cancelled the flights, Mr. Singh booked himself another set of flights.
19. I find it unlikely that Ms. Singh would book expensive flights to her own credit card in Mr. Singh's name, only to make "trouble" for him. That is, I find it is unlikely for someone to incur several thousand dollars in personal credit card debt to make a point. I find that Mr. Singh booked the August 2018 flights on Ms. Singh's credit card, without her permission.

20. Mr. Singh did not offer any explanation regarding the March 2018 flight, except to deny booking it. I find that he also booked the March 2018 flight on Ms. Singh's credit card without her knowledge or permission.
21. I have also considered Mr. Singh's submission that, because he no longer lived with Ms. Singh, he did not have access to her credit card. Because access to a physical credit card is not required for online purchases, I find that Mr. Singh could have made the bookings with only Ms. Singh's credit card details.
22. It is uncontested, and I find, that Ms. Singh received a \$818.91 refund from the airline or credit card company. Applying that credit against the \$2,798.31 that I have found Mr. Singh charged to Ms. Singh's credit card without permission, I find that Mr. Singh must pay Ms. Singh the difference of \$1,979.40.
23. The *Court Order Interest Act* applies to the CRT. Ms. Singh is entitled to pre-judgment interest on the \$1,979.40 from February 15, 2018, the date of the most recent charges, to the date of this decision. This equals \$80.79.
24. 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 Ms. Singh is entitled to reimbursement of \$125 in CRT fees. She did not claim dispute-related expenses.

## **ORDERS**

25. Within 30 days of the date of this order, I order Mr. Singh to pay Ms. Singh a total of \$2,185.19, broken down as follows:
  - a. \$1,979.40 as a refund for money spent on flights,
  - b. \$80.79 in pre-judgment interest under the *Court Order Interest Act*,
  - c. \$125 in CRT fees.

26. Ms. Singh is entitled to post-judgment interest, as applicable.
27. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that CRTs may waive, extend or suspend a mandatory time period. The CRT can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the CRT will not have this ability. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.
28. 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. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Julie K. Gibson, Tribunal Member