



Civil Resolution Tribunal

Date Issued: June 10, 2020

File: SC-2019-008554

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *McIntosh v. Matilda*, 2020 BCCRT 645

BETWEEN:

JASSMIE MCINTOSH

APPLICANT

AND:

RYAN MATILDA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This dispute is about a personal loan. The applicant, Jassmie McIntosh, says the respondent, Ryan Matilda, owes \$644.
2. Mr. Matilda admits he borrowed \$644 from Jassmie McIntosh. However, Mr. Matilda says he has repaid \$428. Mr. Matilda says he only owes \$216.

3. Jassmie McIntosh says Mr. Matilda has not made any repayments of the personal loan.
4. Both parties are 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, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the CRT's mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.
7. 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.
8. 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.

ISSUES

9. The issues in this dispute are:
 - a. Does Mr. Matilda owe a debt of \$644?
 - b. Is Mr. Matilda entitled to a credit of \$428 for partial repayment?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, Jassmie McIntosh must prove their case on the balance of probabilities.
11. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision. I note that Mr. Matilda did not provide any evidence or submissions even though he had an opportunity to do so.
12. Jassmie McIntosh, a car dealership salesperson, says they sold a car to Mr. Matilda on February 12, 2019.
13. The parties agree that Mr. Matilda borrowed \$644 from Jassmie McIntosh for car insurance. The parties also agree that the debt was due on February 15, 2019. Mr. McIntosh provided a signed promissory note confirming this debt. Mr. Matilda did not dispute signing the promissory note. I am satisfied that Mr. Matilda borrowed \$644 from Jassmie McIntosh on February 12, 2019.
14. Mr. Matilda says he cancelled the car insurance and received \$428 which he sent, in cash, to Jassmie McIntosh. Mr. Matilda says he delivered the cash in a sealed envelope addressed to Jay McIntosh. Mr. Matilda says he left the envelope containing the cash at Jassmie McIntosh's car dealership reception on March 18, 2019. Jassmie McIntosh says that Mr. Matilda did not deliver this alleged payment.
15. Mr. Matilda did not provide any evidence supporting his version of what happened. Furthermore, I find that Mr. Matilda's version of events raises too many questions to be credible. Why would he leave \$428 in cash at Jassmie McIntosh's business

without delivering the cash directly to him? Why did Mr. Matilda make the payment in cash? Why would Mr. Matilda deliver the cash without getting a receipt? I find Mr. Matilda's version of events unlikely to be true and I am not satisfied that he delivered the cash.

16. I find that Mr. Matilda is not entitled to a credit of \$428 for repayment of the debt. Accordingly, I find that Mr. Matilda owes Jassmie McIntosh \$644, the full amount of the loan.
17. The *Court Order Interest Act* applies to the CRT. Jassmie McIntosh is entitled to pre-judgment interest on the debt from February 15, 2019, the loan due date, to the date of this decision. This equals \$16.58.
18. 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 Jassmie McIntosh is entitled to reimbursement of \$125 in CRT fees.

ORDERS

19. Within 30 days of the date of this order, I order Mr. Matilda to pay Jassmie McIntosh a total of \$785.58, broken down as follows:
 - a. \$644 in debt,
 - b. \$16.58 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
20. Jassmie McIntosh is entitled to post-judgment interest, as applicable.
21. 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.

22. 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.

Richard McAndrew, Tribunal Member