



Civil Resolution Tribunal

Date Issued: January 12, 2022

File: SC-2021-003341

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *English v. Pite*, 2022 BCCRT 37

BETWEEN:

BRIAN ENGLISH

APPLICANT

AND:

KATHRYN NORMA PITE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about money allegedly loaned to a roommate. The applicant, Brian English, claims against the respondent, Kathryn Norma Pite. Mr. English says Ms. Pite failed to repay him the following sums: \$2,000 for auto insurance, \$960.72 for tires, \$300 for an accident deductible, \$563.26 for Ms. Pite's share of groceries and

other expenses, and \$400 for her half of the rent for January and June 2020. These claims total \$4,223.98.

2. Mr. Pite agrees she still owes Mr. English for the auto insurance, insurance deductible, and tires. She says she repaid \$450 for the auto insurance loan. She disputes owing the other claimed amounts.
3. The parties are self-represented.
4. For the reasons that follow, I find Mr. English has proven most of his claims. I make the orders set out below.

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). 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT 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. The 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. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38,

the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

7. Section 42 of the CRTA says 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.
9. Mr. English also requested that the CRT order garnishment. Under section 3 of the *Court Order Enforcement Act* a judge or registrar may make a garnishing order. The CRT is unable to make such orders.

ISSUE

10. The issue in this dispute is how much Ms. Pite owes Mr. English.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicant Mr. English must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions, including cited case law, but refer only to the evidence and arguments that I find relevant to provide context for my decision.
12. I begin with the undisputed background. The parties lived together as roommates for several months in 2020. Mr. English loaned money to Ms. Pite. Ms. Pite says she agreed to pay back the money but disputes the amount.

The Auto Insurance, Tires, and Accident Deductible

13. Mr. English says he loaned Ms. Pite \$960.72 for new tires and \$300 to pay an insurance deductible. He provided as evidence a May 8, 2020 receipt for the tires and May 19, 2020 bank transaction record for the deductible. The receipts and record match the amount he claims, and Ms. Pite agrees she owes these amounts. So, I order Ms. Pite to repay these loaned amounts of \$1,260.72.
14. Mr. English also provided an April 29, 2020 bank transaction showing a \$2,000 transfer. He says he loaned this amount to Ms. Pite. Ms. Pite says she repaid \$150 on June 4, \$100 on July 6, and \$200 on June 5, 2020. She supported these transactions with bank statement excerpts. Mr. English did not directly address or otherwise dispute these payments, so I find she owes the balance of \$1,550. I order her to repay this as well.

Rent

15. Mr. English claims \$400 for rent for the months of January and June 2020. Mr. English says this was Ms. Pite's share for living with him for half of each of these months. I infer Ms. Pite's monthly share of rent was \$400.
16. Ms. Pite says she moved in with Mr. English near the end of February and moved out on June 16, 2020. She says she paid \$400 for June's rent, even though she moved out early. She provided a bank transaction showing she transferred \$400 to Mr. English on June 5, 2020. I find the timing and amount of the payment support Ms. Pite's submissions, which are not contradicted by any other evidence. In other words, I find that the June 2020 payment was for the half months' rent owing for both January and June 2020. Given this, I dismiss Mr. English's claim for rent owing.

Groceries and Other Expenses

17. Mr. English says Ms. Pite owes him \$563.26 as her share for various expenses documented in bank statements from January to June 2020. The statements show they were for expenses such as gas, groceries, and restaurant meals. Ms. Pite denies

she owes anything for these claimed amounts. She say she “also contributed equally” without elaboration. She provided no evidence about these contributions and did not dispute any particular transaction in the evidence.

18. The parties did not document their agreement. Based on the submissions, I find that the parties agreed to contribute equally to expenses such as those claimed by Mr. English. I find Mr. English has proven that he paid for these expenses. Ms. Pite has not provided evidence of her equal contributions. Given this, I order Ms. Pite to pay \$563.26.
19. The *Court Order Interest Act* applies to the CRT. Mr. English is entitled to pre-judgment interest on the debt. I calculate it starting from dates of the different loans, being April 29, May 8, and May 19, 2020. I do not find it practical or proportional to calculate interest for the groceries and other expenses from the date of each transaction given their number. So, I use the Dispute Notice date of April 27, 2021 instead. The total interest equals \$29.85.
20. 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 Mr. English has been largely successful. I find he is entitled to reimbursement of \$175 in CRT fees. He did not claim for any specific dispute-related expenses, so I order none.

ORDERS

21. Within 14 days of the date of this order, I order Ms. Pite to pay Mr. English a total of \$3,578.83, broken down as follows:
 - a. \$3,373.98 in debt,
 - b. \$29.85 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.

22. Mr. English is entitled to post-judgment interest, as applicable.
23. I dismiss Mr. English's remaining claims.
24. 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.
25. 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.

David Jiang, Tribunal Member