



Civil Resolution Tribunal

Date Issued: April 6, 2022

File: SC-2021-006655

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Deogan v. Sidhu*, 2022 BCCRT 387

B E T W E E N :

KARAMJEET DEOGAN

APPLICANT

A N D :

AJAYVIR SIDHU

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is over an alleged personal loan. The applicant, Karamjeet Deogan, says he loaned the respondent, Ajayvir Sidhu, \$2,500 on March 25, 2021. Mr. Deogan claims \$2,500 as repayment of the loan.
2. Mr. Sidhu denies borrowing money from Mr. Deogan. Mr. Sidhu says he “gave him \$2500 in cash in return he gave me \$2500 through e transfer”.
3. The parties are each self-represented.

JURISDICTION AND PROCEDURE

4. 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). CRTA section 2 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.
5. CRTA section 39 says 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, both parties to this dispute call into question the credibility, or truthfulness, of the other. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 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.

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 whether Mr. Sidhu owes Mr. Deogan \$2,500 as repayment of a personal loan.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Deogan must prove his claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments but refer only to what I find relevant to provide context for my decision. I note Mr. Sidhu chose not to provide any documentary evidence, despite having the opportunity to do so.
10. The parties’ relationship is not entirely clear on the evidence before me but they appear to have been friends. I accept Mr. Deogan’s undisputed evidence that he loaned Mr. Sidhu money in the past and was repaid. In particular, bank records in evidence show Mr. Deogan e-transferred \$2,000 to Mr. Sidhu on April 16, 2019, which Mr. Sidhu repaid by e-transfer in 2 separate \$1,000 instalments in September and October 2019.
11. As referenced above, at issue in this dispute is an alleged March 2021 loan. Mr. Deogan says on March 25, 2021 Mr. Sidhu called him and asked to borrow \$2,500. Mr. Deogan says he e-transferred Mr. Sidhu the requested \$2,500 that same day, which I find is clearly supported by a copy of Mr. Deogan’s bank records in evidence. I accept Mr. Deogan transferred \$2,500 to Mr. Sidhu on March 25, 2021.

12. Mr. Deogan submitted screenshots of an online WhatsApp chat with Mr. Sidhu and provided an English translation for the portions that were not in English. I accept that translation since Mr. Sidhu did not dispute its accuracy. The messages in evidence begin on May 10, 2021 and continue through to July 6, 2021. On May 10, Mr. Deogan asked Mr. Sidhu to “try to return \$\$ by end of this month” as he needed the funds. Mr. Sidhu responded “Yes bro no problem. I will”. On May 28, Mr. Deogan gave Mr. Sidhu his email address for an e-transfer, and Mr. Sidhu responded, “I will send you money asap”. On June 4, 2021, Mr. Sidhu said he have moved out of BC and “I can send you money next month sorry about that”. Mr. Sidhu made similar promises to repay over the next weeks and on June 18, 2021 wrote “I don’t have it I don’t [want to] lie”. The parties’ relationship deteriorated after that.
13. Based upon the parties’ text messages, I find the evidence shows when the loan was made the parties agreed it would be repaid by the end of April 2021. I find Mr. Sidhu has submitted no evidence that he has repaid any of it. In particular, I do not accept Mr. Sidhu’s unsupported assertion that he gave Mr. Deogan \$2,500 in cash as repayment. He provided no details of any cash repayment and no banking records. Further, a cash repayment is inconsistent with the parties’ past behaviour around loans and repayment.
14. I find the weight of the evidence, including the text messages, clearly show Mr. Sidhu promised to repay the \$2,500 loan but never did so. I find Mr. Sidhu must repay Mr. Deogan the claimed \$2,500.
15. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Sidhu is entitled to pre-judgment interest on the \$2,500 under the COIA. Calculated from April 30, 2021 to the date of this decision, this interest equals \$10.51.
16. Under section 49 of the CRTA and the CRT’s rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As he was successful, I allow Mr. Deogan’s claim for reimbursement of \$125 in paid CRT fees. Mr. Deogan also claims \$14.50 as a dispute-related expense for serving Mr. Sidhu by registered mail, which I allow as I find it reasonable.

ORDERS

17. Within 21 days of this decision, I order Mr. Sidhu to pay Mr. Deogan a total of \$2,650.01, broken down as follows:
 - a. \$2,500 in debt,
 - b. \$10.51 in pre-judgment interest under the COIA, and
 - c. \$139.50, for \$125 in CRT fees and \$14.50 in dispute-related expenses.
18. Mr. Deogan is entitled to post-judgment interest, as applicable.
19. Under CRTA section 48, 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.
20. Under CRTA section 58.1, the Provincial Court of BC can enforce a validated copy of the CRT's order. 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 a Provincial Court of BC order.

Shelley Lopez, Vice Chair