



# Civil Resolution Tribunal

Date Issued: April 11, 2022

File: SC-2021-007364

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Singh*, 2022 BCCRT 417

BETWEEN:

YUGRAJ SINGH

**APPLICANT**

AND:

NAVROSE SINGH

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is over a personal loan. The applicant Yugraj Singh says he loaned \$590 to the respondent Navrose Singh. The applicant says the respondent has failed to repay it despite requests. The applicant claims the \$590.
2. The respondent initially said in his Dispute Response filed at the outset of this proceeding “I don’t know which 590\$” the applicant was talking about (quote reproduced as written). In his later submissions, the respondent denied ever asking for the applicant’s help and says he is not responsible.
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. 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 the respondent owes the applicant \$590 for a personal loan reimbursement.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, the applicant 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 the respondent did not file any documentary evidence, despite having the opportunity to do so.
10. There is no formal contract between the parties. However, contrary to the respondent’s apparent assertion, an enforceable agreement can be verbal. As noted above, the applicant says he loaned the respondent \$590 and that the respondent has failed to repay the loan despite requests to do so. There is no explanation of the parties’ relationship in the evidence and arguments before me. I do not know if they are related or friends or mere acquaintances. Nothing turns on it.
11. The applicant’s submitted evidence included screenshots of the parties’ text messages, undated and for the most part in a non-English language. The CRT’s rules require that evidence be submitted in English. No English translation was provided and so I have not considered any evidence that is not in English. I do note one of the non-English texts refers to the number 590, which is consistent with the \$590 claim amount. However, I place the greatest weight on the applicant’s submitted evidence of the loan, discussed below.

12. The applicant submitted screenshots of 6 e-transfers to the respondent, totalling the claimed \$590, dated between July 6 and August 12, 2021. The respondent did not address this evidence, and as noted above provided no documentary evidence. The respondent's only argument was a general denial of owing any money. As also noted above, the respondent's initial response indicated he had borrowed some money, as his Dispute Response referred to "which" money was at issue in the dispute.
13. On balance, I find the applicant transferred the claimed \$590 to the respondent. I find the money was a loan, noting the respondent does not argue it was a gift. There is no evidence the respondent repaid these funds and I find it is outstanding. I allow the \$590 as claimed.
14. The *Court Order Interest Act* (COIA) applies to the CRT. I find the applicant is entitled to pre-judgment interest under the COIA on the \$590. There is no evidence that when the loan was made that there was a fixed payment date. So, I find the loan was what is known as a "demand loan", repayable on demand. However, it is unclear when the applicant first demanded repayment of the loan. So, I calculate interest from September 24, 2021 (when the applicant filed this CRT dispute) to the date of this decision. This interest equals \$1.45.
15. 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 the applicant was successful, I allow his claim for reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

16. Within 21 days of this decision, I order the respondent to pay the applicant a total of \$716.45, broken down as follows:
  - a. \$590 in debt,
  - b. \$1.45 in pre-judgment interest under the COIA, and

c. \$125 in CRT fees.

17. The applicant is entitled to post-judgment interest, as applicable.
18. 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.
19. 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.

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Shelley Lopez, Vice Chair