



Civil Resolution Tribunal

Date Issued: May 16, 2022

File: SC-2021-009466

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Adam v. Golden*, 2022 BCCRT 579

BETWEEN:

ROYCE ADAM

APPLICANT

AND:

SHELBY GOLDEN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about personal loans. The applicant Royce Adam made a series of loans to the respondent Shelby Golden, which is undisputed. Mr. Adam claims \$1,557.47 as the outstanding balance.
2. Ms. Golden admits the loans but says she and her family member SG were co-borrowers on certain loans and the claimed \$1,557.47 is SG's debt to pay. SG is not a party to this dispute. Mr. Adam says Ms. Golden is liable for the entire debt, including SG's portion.
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 Ms. Golden is responsible for the claimed \$1,557.47 loan balance.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Adam must prove his claim on a balance of probabilities (meaning “more likely than not”). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. The background facts are not disputed. Mr. Adam made a series of loans to Ms. Golden and SG together. The loans were to assist Ms. Golden and SG with legal fees in their pursuit of entitlements in a legal matter. A further \$1,500 loan at issue was undisputedly to Ms. Golden only. There is no formal loan agreement in evidence.
11. At issue in this dispute are 3 loans: \$1,000 in August 2017 and \$2,114.94 December 2017, loaned to Ms. Golden and SG jointly (a total of \$3,114.94) and \$1,500 loaned to Ms. Golden only on March 12, 2021. These 3 loans totalled \$4,614.94. In all cases, Mr. Adam transferred the loaned funds into the trust account of a lawyer who represented Ms. Golden and SG.
12. It is undisputed that on July 9, 2021, Ms. Golden repaid \$3,057.47 towards the \$4,614.94 debt, which left the \$1,557.47 claimed balance. Ms. Golden has undisputedly refused to pay the \$1,557.47, saying it is SG’s ½ share of the \$3,114.94 to repay.

13. Mr. Adam says Ms. Golden also agreed to repay the loan balance when she received a settlement in the legal matter, to be paid immediately once the funds cleared her lawyer's trust account. Ms. Golden does not dispute this agreement and I find she did. It is undisputed Ms. Golden received the settlement. At issue is whether Ms. Golden must repay what she describes as SG's share of the loan debt.
14. First, as noted I find the \$3,114.94 in loans were made to Ms. Golden and SG together. There is no evidence at the time those loans were made that the parties agreed or even discussed that Ms. Golden would only repay \$1,557.47 and SG the other \$1,557.47. Rather, the evidence shows for each transfer of money, it was for one loan made to 2 people together, Ms. Golden and SG. This conclusion is supported by the fact that the \$3,114.94 was not loaned in 2 half shares but rather as \$1,000 and then \$2,114.94.
15. Given Ms. Golden and SG borrowed the money for the \$1,000 and \$2,114.94 loans jointly, I find Ms. Golden and SG are jointly and severally liable to Mr. Adam for repayment of those loans. Joint and several liability means Mr. Adam can collect the entire loan balance from either Ms. Golden (as he claims here) or from SG. Whether Ms. Golden can pursue SG for repayment of SG's share of the loan is not before me.
16. Second, on March 12, 2021, Ms. Golden texted Mr. Adam and said if she got "a significant amount" she had no problem paying what SG owed as well "because we both know she won't". It is undisputed Ms. Golden received a significant settlement in the underlying legal matter. Given this, I find Ms. Golden also expressly agreed to pay SG's share of the debt.
17. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Adam is entitled to pre-judgment interest on the \$1,557.47. I calculate this interest from July 9, 2021, a date I consider reasonable in the circumstances given I presume that is roughly when Ms. Golden received her settlement and so that is when she was required to pay the debt in full. From July 9, 2021 to the date of this decision, this interest equals \$5.97.

18. 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 Mr. Adam was successful, I allow his claim for reimbursement of \$125 in CRT fees. No dispute-related expenses were claimed.

ORDERS

19. Within 21 days of this decision, I order Ms. Golden to pay Mr. Adam a total of \$1,688.44, broken down as follows:

- a. \$1,557.47 in debt,
- b. \$5.97 in pre-judgment interest under the COIA, and
- c. \$125 in CRT fees.

20. Mr. Adam 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.

22. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of BC. 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 BC.

Shelley Lopez, Vice Chair