



Civil Resolution Tribunal

Date Issued: July 19, 2022

File: SC-2021-007958

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Eggie v. English*, 2022 BCCRT 822

BETWEEN:

PATRICK EGGIE and DOROTHY ENGLISH

APPLICANTS

AND:

ANDREW ENGLISH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Acting Chair and Vice Chair

INTRODUCTION

1. This dispute is about a personal loan between family members. The applicants, Patrick Eggie and Dorothy English, say Ms. English's nephew, the respondent

Andrew English, owes them \$2,000 for a loan for the purchase of a used car. The applicants claim the \$2,000.

2. Mr. English says he repaid Ms. English \$2,070 for the car by 4 e-transfers (transfer amounts not specified). In later submissions, Mr. English says only \$770 remains owing for the car.
3. Mr. Eggie represents the applicants. Mr. English is 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.

8. Mr. Eggie asks for “some method of collecting this money” if I rule in the applicants’ favour. I cannot provide any guidance other than to say enforcement of CRT orders is within the jurisdiction of the court, not the CRT.
9. Mr. English makes allegations about an alleged assault. I make no findings or order about that, since Mr. English did not file a counterclaim and because there is insufficient evidence about any alleged assault that would permit me to make an order about it.

ISSUE

10. The issue is whether Mr. English owes the applicants \$2,000 for a car loan.

EVIDENCE AND ANALYSIS

11. I have read the applicants’ submitted documentary evidence and the parties’ arguments but refer only to what I find relevant to provide context for my decision. Mr. English did not submit any documentary evidence, despite having the opportunity to do so.
12. In a civil proceeding like this one, the applicants must prove their claim on a balance of probabilities (meaning “more likely than not”). However, once a loan is established, the burden shifts to the respondent to prove the debt has been repaid.
13. Here, while the applicants initially referred to other personal loans in addition to the car loan, Mr. Eggie’s submission is that this dispute is solely about a car loan Mr. Eggie made to Mr. English. So, I find the applicants do not seek payment for any other personal loans.
14. Next, I dismiss Ms. English’s claim. I say this because as noted above, Mr. Eggie says this dispute is solely about a personal loan only he made to Mr. English, for the car’s purchase. The rest of my decision addresses solely that issue.

15. On March 18, 2019, Mr. Eggie bought Mr. English a 2006 Chrysler Sebring, through an auction. Mr. Eggie paid around \$2,800 for it (including various fees) but in an effort to achieve resolution claims only \$2,000. There is no written loan agreement. None of this is disputed. Mr. Eggie says Mr. English has paid little towards this car debt, despite multiple requests.
16. Mr. English admits Mr. Eggie bought the car for him, based on a verbal loan agreement. Initially, Mr. English said he had repaid the entire debt to Ms. English through 4 e-transfer payments. As referenced above, in his later submissions he says he paid \$2,070 by e-transfer and says that only \$770 is outstanding.
17. Mr. Eggie says the car loan agreement was with him, not Ms. English. Mr. English acknowledges this. Further, Mr. English did not submit any documentary evidence, and no evidence of any e-transfer payments he said he made to Ms. English. However, Mr. Eggie submitted a record of \$3,880 in 10 e-transfers from Mr. English to Ms. English, but only 7 of the e-transfers (about \$3,100) post-date the car's purchase. Mr. Eggie says these payments were for other loans Ms. English made to Mr. English, such as for car repairs, rent, furniture, and cash loans. Mr. English denies other personal loans.
18. On balance, I find Mr. English owes the claimed \$2,000. I say this because I find the inconsistency in Mr. English's position about whether he owed anything for the car hurts his credibility. I also say this because I find Mr. English has not proved he repaid the car debt, which as noted above was owed to Mr. Eggie not Ms. English. Further, Mr. English does not identify the e-transfers (either the 4 he initially said repaid the debt or any at all) that were for the car loan repayment, yet as noted Mr. English made at least 7 e-transfers to Ms. English after the car's purchase. So, I do not accept Mr. English's assertion that apart from the car loan he never borrowed any money from Ms. English. I find the e-transfers to Ms. English were more likely for loans she made to Mr. English that were unrelated to the car's actual purchase.
19. In short, I find Mr. English must pay Mr. Eggie \$2,000. The *Court Order Interest Act* (COIA) applies to the CRT. I find this was a demand loan and so the debt was due

when Mr. Eggie required payment on October 21, 2021. Calculated from that date to the date of this decision, the pre-judgment COIA interest equals \$8.01.

20. I note Mr. English asks for some time to pay any amount ordered. I find Mr. Eggie is entitled to a judgment in his favour. Again, enforcement of court orders, including payment hearings, is a matter for the court.
21. 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. Eggie was successful, I find he is entitled to reimbursement of \$125 in paid CRT fees. No dispute-related expenses were claimed.

ORDERS

22. Within 30 days of this decision, I order Mr. English to pay Mr. Eggie a total of \$2,133.01, broken down as follows:
 - a. \$2,000 in debt,
 - b. \$8.01 in pre-judgment interest under the COIA, and
 - c. \$125 in CRT fees.
23. Mr. Eggie is entitled to post-judgment interest, as applicable. I dismiss Ms. English's claims.
24. 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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Acting Chair and Vice Chair