



# Civil Resolution Tribunal

Date Issued: September 13, 2022

File: SC-2022-002204

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cooper v. Purkis*, 2022 BCCRT 1013

BETWEEN:

EMILY ELIZABETH ANNE COOPER

**APPLICANT**

AND:

CHAD PURKIS

**RESPONDENT**

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**REASONS FOR DECISION**

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Tribunal Member:

Shelley Lopez, Vice Chair

## **INTRODUCTION**

1. This dispute is about a personal loan. The applicant, Emily Elizabeth Anne Cooper, says they loaned money to the respondent, Chad Purkis, which Mr. Purkis needed to pay rent and buy food.
2. Mr. Purkis says there was no agreement to repay the funds and says Mx. Cooper knew he was not working and had no funds. He denies owing Mx. Cooper any money.
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 is whether the \$2,500 provided by Mx. Cooper to Mr. Purkis was a gift or a repayable loan.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Mx. Cooper must prove their 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 parties did not have a written agreement. Mx. Cooper provided \$2,500 to Mr. Purkis. None of that money has been repaid. The parties had verbal discussions about Mr. Purkis repaying the funds. None of this is disputed.
11. The evidence shows Mx. Cooper transferred \$2,517 to Mr. Purkis in 4 e-transfers between September 29 and December 29, 2021. I infer Mx. Cooper has simply rounded down this amount to the claimed \$2,500.
12. Mx. Cooper submitted a spreadsheet showing various prior loans that Mr. Purkis had repaid. The spreadsheet also itemizes various things, such as credit card interest, rent, bank fees, and food, that make up the \$2,500 at issue. I accept that these were the reasons Mx. Cooper provided Mr. Purkis the funds, because Mr. Purkis does not dispute it.
13. As also noted above, Mr. Purkis argues the money was a gift. Under the law of gifts, the burden shifts to Mr. Purkis to prove Mx. Cooper gifted him the money. To make a gift, the person transferring the gift must intend for it to be a gift and deliver it to the receiver who must accept it (see *Pecore v. Pecore*, 2007 SCC 17 and *Lundy v.*

*Lundy*, 2010 BCSC 1004). The evidence must also show that the intention of gift was inconsistent with any other intention or purpose (*Lundy* at paragraph 20). Further, once someone has made a gift to another person, that gift cannot be revoked (see *Bergen v. Bergen*, 2013 BCCA 492).

14. First, contrary to Mr. Purkis' apparent assertion, the fact that Mx. Cooper sent him an insulting email in March 2022 does not establish the funds were a gift. I say the same about the fact that Mx. Cooper at some point sent him a video of Mx. Cooper dancing.
15. Second, I do not agree Mx. Cooper ever admitted the money was a gift. Here, Mr. Purkis relies on a January 26, 2022 email in which Mx. Cooper wrote they should have communicated better and been more considerate of what Mr. Purkis was going through. They concluded the email, "would you be open to me sending you an e-transfer request for some money to help me out with rent?". I find that email reflects Mx. Cooper's attempt to be conciliatory and to try and get some repayment. On March 28, 2022, Mx. Cooper again requested repayment. As noted, Mr. Purkis has repaid nothing.
16. In short, I find no evidence to support Mr. Purkis' argument Mx. Cooper intended to gift Mr. Purkis the funds at the time they provided him with the money. He bears the burden of proving the money was a gift and I find he has not done so. I find Mr. Purkis must repay Mx. Cooper the \$2,500 because it was a loan repayable on demand.

### ***Interest, fees, and expenses***

17. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mx. Cooper is entitled to pre-judgment COIA interest on the \$2,500. Calculated from January 26, 2022 (the first repayment demand in evidence) to the date of this decision, this interest equals \$13.53.
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 Mx. Cooper was successful, I allow their claim for reimbursement of \$125 in CRT fees. Mx. Cooper did not claim dispute-related expenses.

## ORDERS

19. Within 21 days of this decision, I order Mr. Purkis to pay Mx. Cooper a total of \$2,638.53 broken down as follows:
- a. \$2,500 in debt,
  - b. \$13.53 in pre-judgment COIA interest, and
  - c. \$125 in CRT fees.
20. Mx. Cooper is entitled to post-judgment interest, as applicable.
21. 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.

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Shelley Lopez, Vice Chair