



Civil Resolution Tribunal

Date Issued: January 18, 2024

File: SC-2023-001689

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kaur v. Sangha*, 2024 BCCRT 47

BETWEEN:

AMANSUKHDEEP KAUR

APPLICANT

AND:

MANROOP SINGH SANGHA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about a loan. The applicant, Amansukhdeep Kaur, says she lent \$3,750 to the respondent, Manroop Singh Sangha, who has failed to repay her. She claims \$3,750 as repayment of the loan.

2. The respondent says he lent the applicant \$3,750 in cash, and the money the applicant paid him was for repayment of that loan. He says he does not owe the applicant anything.
3. Both parties are 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). Section 2 of the CRTA 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. Section 39 of the CRTA 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. Further, 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. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
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 applicant is entitled to \$3,750 as repayment of a loan.

EVIDENCE AND ANALYSIS

9. The applicant in this civil proceeding must prove her claims on a balance of probabilities, which means more likely than not. The respondent chose not to provide evidence or submissions beyond his Dispute Response, despite CRT staff giving him several opportunities to do so. I have read the applicant's evidence and submissions and the respondent's Dispute Response but refer only to what I find relevant to explain my decision.
10. The parties agree that in the fall of 2022, the applicant paid the respondent money through several e-transfers. The applicant says she paid the respondent \$3,750, but I find this is inconsistent with her evidence. She submitted 4 emails confirming the respondent's receipt of the following e-transfer amounts:
 - a. \$950 (email dated October 26, 2022),
 - b. \$2,000 (email dated November 1, 2022)
 - c. \$600 (email dated November 8, 2022), and
 - d. \$600 (email dated November 8, 2022).
11. This totals \$4,150, which is more than the applicant claims in this dispute. However, the 2 November 8, 2022 emails appear to be identical. The applicant did not explain why she made 2 separate e-transfers on the same day instead of one consolidated e-transfer. She also did not explain the discrepancy between the \$3,750 claimed and the \$4,150 total of the 4 payments in evidence. In the circumstances, I find the most likely explanation is that the applicant inadvertently submitted duplicate emails from November 8, 2022. So, I find the respondent received only 1 \$600 e-transfer from the

applicant on November 8, 2022. I find the applicant paid the respondent a total of \$3,550 through 3 separate e-transfers in October and November 2022.

12. The parties disagree about the purpose of these payments. The applicant says the e-transfers were a loan to the respondent for personal reasons. She did not explain how she knows the respondent or provide any further details about why she allegedly loaned him money. She says the respondent promised to repay her within 20 days but failed to do so.
13. The respondent denies borrowing money from the applicant. He says he lent the applicant cash to help her friends. He says the e-transfers from the applicant were loan repayments. He provided no other details about the date or terms of the alleged loan. As noted above, the respondent also provided no evidence or submissions to support his position, such as a bank statement showing a withdrawal for the amount he says he loaned the applicant.
14. In the absence of any documentary evidence that the respondent paid the applicant money, I prefer the applicant's version of events. I find the applicant lent the respondent \$3,550 in October and November 2022, and failed to repay her within 20 days as promised. So, I find the respondent must repay the applicant \$3,550.
15. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$3,550 owing calculated from November 28, 2022, which is 20 days after the last e-transfer, to the date of this decision. This equals \$181.65.
16. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since the applicant was generally successful, I find she is entitled to reimbursement of \$175 in CRT fees. The respondent did not pay any CRT fees, and neither party claimed any dispute-related expenses.

ORDERS

17. Within 15 days of the date of this order, I order the respondent to pay the applicant a total of \$3,906.65, broken down as follows:
 - a. \$3,550 as repayment of the loan,
 - b. \$181.65 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
18. The applicant is entitled to post-judgment interest, as applicable.
19. 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.

Sarah Orr, Tribunal Member