



Civil Resolution Tribunal

Date Issued: April 19, 2024

File: SC-2023-001990

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bassi v. Chand*, 2024 BCCRT 374

BETWEEN:

NAVPREET BASSI

APPLICANT

AND:

ALISHA PAYAL CHAND

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about an alleged personal loan. Navpreet Bassi says she paid for various expenses for Alisha Payal Chand during three vacations, totaling \$6,684. Mrs. Bassi says Ms. Chand agreed to repay her in full for the paid expenses, but has only paid \$3,000. Mrs. Bassi claims repayment of \$3,684 outstanding balance.

2. Ms. Chand disputes Mrs. Bassi's claims. She says Mrs. Bassi offered to pay for the three vacations with her ex-husband's credit card, and the vacations were gifts. Ms. Chand says there was no agreement for her to reimburse Mrs. Bassi.
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). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
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. In some respects, both parties in this dispute call into question the credibility, or truthfulness, of the other. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.
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 Ms. Chand owes Mrs. Bassi \$3,684 for the alleged outstanding personal loans.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mrs. Bassi must prove her claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision. Ms. Chand did not submit any documentary evidence despite being provided the opportunity to do so.
10. As noted, Mrs. Bassi says she paid \$6,684 for various expenses for Ms. Chand during 3 vacations the parties took together, one to the Dominican Republic, and two to Las Vegas. Mrs. Bassi provided copies of various transaction records to support this. Ms. Chand does not dispute the amount Mrs. Bassi paid for Ms. Chand's expenses on the 3 vacations, so I accept it is accurate.
11. However, as noted, the parties dispute whether these payments were a loan from Mrs. Bassi to Ms. Chand. Mrs. Bassi says Ms. Chand agreed to repay her \$6,684, and has already repaid \$3,000.
12. For her part, Ms. Chand says Mrs. Bassi offered to pay for some of Ms. Chand's vacation expenses on Mrs. Bassi's husband's credit card. Ms. Chand says the paid vacation expenses were gifts from Mrs. Bassi. Ms. Chand denies borrowing money from Mrs. Bassi or agreeing to repay any amounts to Mrs. Bassi for the vacations. Ms. Chand says the \$3,000 she paid to Mrs. Bassi was not partial payment. Rather,

she says the \$3,000 she transferred to Mrs. Bassi was a gift to help Mrs. Bassi reimburse her husband after they separated.

13. The law presumes bargains rather than gifts. This means that even though Mrs. Bassi bears the burden of proving her claims, Ms. Chand must prove that Mrs. Bassi intended to pay for Ms. Chand's vacation expenses as a gift. See *Pecore v. Pecore*, 2007 SCC 17 at paragraph 24, and *Proznik and Smith v. Proznik*, 2011 BCPC 0300 at paragraphs 22 to 28.
14. Mrs. Bassi undisputedly paid for some of the vacation expenses on her ex-husband's credit card. Mrs. Bassi says her ex-husband allowed her to use his credit card along with her own. Mrs. Bassi says the parties agreed Ms. Chand would repay her share of the expenses as soon as possible. Mrs. Bassi also says she repaid her ex-husband for the vacation expenses in October 2022. Ms. Chand did not deny this. So, I accept that Mrs. Bassi has repaid her ex-husband for the vacation expenses. So, is Ms. Chand required to repay Mrs. Bassi for her share of the vacation expenses?
15. The parties' text messages in May 2022 show Mrs. Bassi told Ms. Chand the total for the 3 trips was \$13,369, and half totaled \$6,684. In response, Ms. Chand told Mrs. Bassi to "let [N] know I'll give full amount June 30". N is undisputedly Mrs. Bassi's ex-husband. In early July, Ms. Chand texted Mrs. Bassi that she would transfer the funds to Mrs. Bassi late. Mrs. Bassi texted Ms. Chand several times asking Ms. Chand to pay N back. Ms. Chand then undisputedly transferred Mrs. Bassi three \$1,000 payments between July and October 2022.
16. Here, I place significant weight on the text messages that I find show Ms. Chand agreed to repay \$6,684 for her share of the vacation expenses. There are some references in the text messages to Ms. Chand repaying Mrs. Bassi's ex-husband, and to Mrs. Bassi's ex-husband needing the money back. However, I find the text messages also show Ms. Chand refers to paying Mrs. Bassi, and Ms. Chand explicitly said she would send the e-transfers to Mrs. Bassi's number. I find the text messages show that Ms. Chand agreed to repay Mrs. Bassi directly for the vacation expenses.

17. There is also no indication in the text messages that Ms. Chand took any issue with repaying the vacation expenses when she agreed to repay Mrs. Bassi in June 2022. I note that in September 2022, and in response to Mrs. Bassi's further inquiries about payment, Ms. Chand mentioned that Mrs. Bassi "willingly" put everything on Mrs. Bassi's ex-husband's card. However, notably, Ms. Chand made no mention of the paid vacation expenses being a gift. Ms. Chand did not provide other documentary evidence to support a finding that Mrs. Bassi paid for vacation expenses as a gift. So, I find they were not. Based on the text messages, I find the \$6,684 in paid vacation expenses was a loan. I find Ms. Chand explicitly agreed to repay the entire loan by June 30, 2022, and failed to do so.
18. As noted, Ms. Chand paid Mrs. Bassi \$3,000 between July and October 2022. The evidence does not show she has paid anything further. So, I find Ms. Chand is responsible to pay Mrs. Bassi the claimed \$3,684 in debt.

Interest, CRT fees and expenses

19. The *Court Order Interest Act* applies to the CRT. It is unclear what specific amounts were loaned on which dates, although the transaction records indicate the 3 vacations occurred between December 2021 and May 2022. However, Mrs. Bassi requested repayment in May 2022, and Ms. Chand agreed to repay the full amount on June 30, 2022. Therefore, I find Mrs. Bassi is reasonably entitled to pre-judgment interest on the \$3,684, from June 30, 2022 to the date of this decision. This equals \$262.57.
20. 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. As Mrs. Bassi was successful, she is entitled to reimbursement of \$175 in paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

21. Within 30 days of the date of this order, I order Ms. Chand to pay Mrs. Bassi a total of \$4,121.57, broken down as follows:
 - a. \$3,684 in debt,
 - b. \$262.57 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
22. Mrs. Bassi is entitled to post-judgment interest, as applicable.
23. This is a validated decision and order. 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.

Leah Volkers, Tribunal Member