



Civil Resolution Tribunal

Date Issued: May 2, 2024

File: SC-2023-003567

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Herr v. Bhullar*, 2024 BCCRT 418

BETWEEN:

BUTA HERR and HARPREET HERR

APPLICANTS

AND:

JASWINDER BHULLAR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about car trip expenses and personal loans. It is linked to three other disputes, SC-2023-000374, SC-2023-003263, and SC-2023-000417, but the issues are different and not all of the parties are the same. So, I have issued a standalone decision for this dispute.

2. Buta Herr and Harpreet Herr say they agreed to pick up Jaswinder Bhullar from an airport about 200 km from their home, on the condition that Ms. Bhullar cover “all expenses”. The Herrs say Ms. Bhullar refused to cover the \$700 round trip expenses. The Herrs also say they loaned Ms. Bhullar \$1,861 for personal expenses, but she has not paid them back. In total, the Herrs claim \$2,561. Mrs. Herr represents the Herrs.
3. Ms. Bhullar denies she agreed to cover expenses for the round-trip airport pickup. She also denies receiving any amount for a personal loan. Finally, Ms. Bhullar says the Herrs’ claims are out of time under the *Limitation Act*. A lawyer, Gurpreet Bains, represents Ms. Bhullar.

JURISDICTION AND PROCEDURE

4. These are the Civil Resolution Tribunal’s (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. CRTA section 2 states 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 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 an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

ISSUES

7. The issues in this dispute are:
 - a. Whether the Herrs' claim is out of time under the *Limitation Act*, and
 - b. If not, whether the Herrs are entitled to \$2,561 for the car trip expenses and personal loans.

EVIDENCE AND ANALYSIS

8. As the applicants in this civil proceeding, the Herrs must prove their claims on a balance of probabilities, meaning more likely than not. I note Ms. Bhullar did not submit any documentary evidence, despite being given the chance to do so.
9. The following background is undisputed. The parties are family members. Ms. Bhullar is Mrs. Herr's mother and Mr. Herr's mother-in-law. On June 13, 2018, the Herrs picked Ms. Bhullar up from the airport 200 km from their home and drove her back to their house.
10. The Herrs say Ms. Bhullar agreed to cover the \$700 round-trip expenses. Ms. Bhullar denies agreeing to cover the expenses.
11. The Herrs also say they loaned Ms. Bhullar \$1,861 for personal expenses. In the Dispute Notice filed at the start of this proceeding, the Herrs said there were three loans, as follows: one for \$1,120 on October 16, 2015, a second for \$211 on March 23, 2018, and a third for \$530 (date unknown). In submissions, however, the Herrs say Ms. Bhullar asked them for help to cover her son's wedding expenses on October 12, 2018. Ms. Bhullar denies receiving any money from the Herrs for personal loans.

Limitation Act

12. CRTA section 13 says the *Limitation Act* applies to CRT claims. The *Limitation Act* section 6 says the basic limitation period to file a claim is two years after the claim is "discovered". Under section 8, a party discovers a claim when they knew, or

reasonably should have known, that they had a claim against another party, and that a court or tribunal proceeding was an appropriate remedy. When the limitation period expires, the right to bring the claim ends, even if the claim would have otherwise been successful.

13. First, the \$700 for car trip expenses. The parties agree the car trip took place on June 13, 2018. I find the alleged agreement about expenses must have been concluded on or before June 13, 2018, or the Herrs would not have driven 200 km to pick Ms. Bhullar up. I find the Herrs expected Ms. Bhullar to cover the expenses immediately, as they do not say otherwise, so their claim was discoverable on June 13, 2018, when Ms. Bhullar did not pay. This means the Herrs had until June 13, 2020, to file their claim for the car trip expenses. The Herrs have not provided any evidence or explanation to support a later discovery date or an extension of the limitation period, such as an acknowledgement of the debt. So, I find the Herrs' claim for the car trip expenses was out of time when they filed their application for dispute resolution on March 28, 2023. I dismiss that part of the Herrs' claim.
14. Next, the \$1,861 for personal loans. The Herrs submitted a \$1,120 money transfer receipt from Mrs. Herr to "Ajmer Bhullar" on October 15, 2015. They also submitted an October 12, 2018 \$758.24 receipt for "mandeep's wedding". There is no receipt for the \$211 alleged money transfer on March 13, 2018. Together these three amounts total \$2,089.24, which is more than what the Herrs claim for the alleged personal loans. However, I find this does not matter, given my decision below.
15. There is no evidence of a repayment date for any of the \$1,120, the \$758.24, or the \$211, so I find they are alleged demand loans. The limitation period for demand loans begins to run on the day the loan was made (see *Kong v. Saunders*, 2014 BCCA 508, at paragraph 20). This means the Herrs had until October 15, 2017, for the \$1,120 loan, October 12, 2020, for the \$758.24 loan, and March 13, 2020, for the \$211 loan to file claims for them. Again, the Herrs have not provided any evidence or explanation to support later discovery dates or an extension of the limitation period.

So, I find the part of the Herrs' claim for personal loans was out of time when they filed their application for dispute resolution on March 28, 2023, and I dismiss it.

16. Even if I had not concluded the Herrs' claim was out of time, I would have dismissed it as wholly unproven. The Herrs provided no details of the alleged agreement with Ms. Bhullar to cover the car trip expenses, such as what was meant by "all expenses" and how expenses were to be calculated. In addition, the Herrs provided no documentary evidence of the expenses themselves, like gas or food receipts.
17. Turning to the personal loans, I find the documentary evidence submitted entirely unhelpful. As noted above, the \$1,120 money transfer was made to "Ajmer Bhullar". Ms. Bhullar says she is not Ajmer Bhullar, and the Herrs do not disagree. So, I find the \$1,120 money transfer was not a loan to Ms. Bhullar. The \$758.24 receipt for "mandeep's wedding" included an unsigned note that Ms. Bhullar asked Mrs. Herr to pay this amount and promised to repay it later. I find this is insufficient evidence of the alleged loan, particularly as Ms. Bhullar denies receiving or promising to repay any amounts. As for the \$211 for a second money transfer and \$530 for clothing, the Herrs provided no documentary evidence at all to suggest they ever loaned Ms. Bhullar these amounts.
18. 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. The Herrs were unsuccessful, so I dismiss their claim for reimbursement of CRT fees. The Herrs did not claim dispute-related expenses. Ms. Bhullar did not pay any CRT fees, but she claims \$5,500 for legal expenses. However, Ms. Bhullar submitted no evidence that she paid this amount. Further, under CRT rule 9.5(3), the CRT will not generally order one party to pay another party's legal expenses except in extraordinary circumstances, which I find do not exist here. So, I dismiss Ms. Bhullar's claim for legal expenses.

ORDER

19. I dismiss the Herrs' claims, Ms. Bhullar's claim for dispute-related expenses, and this dispute.

Megan Stewart, Tribunal Member