



Civil Resolution Tribunal

Date Issued: May 14, 2024

File: SC-2023-006608

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Salikin v. Salikin*, 2024 BCCRT 451

BETWEEN:

RACHELE SALIKIN

APPLICANT

AND:

SEAN SALIKIN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a personal loan. The applicant, Rachele Salikin, says she loaned the respondent, Sean Salikin, \$6,300. The applicant says the respondent only made one payment towards the loan. She seeks \$5,000, which is the small claims monetary limit at the Civil Resolution Tribunal (CRT).
2. The respondent agrees they borrowed the money, but from someone else. They also say they did not have to repay the money until the respondent's other debts were

paid, which has not yet happened. So, the respondent says they do not owe the applicant anything.

3. The parties each represent themselves.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. 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.
5. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Neither party requested one, but I considered the potential benefits of an oral hearing. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. There are no significant credibility issues given the respondent agrees to borrowing the money. So, any potential benefit of an oral hearing is outweighed by the CRT's mandate to provide proportional and speedy dispute resolution. I find that an oral hearing is not necessary in the interests of justice.
6. Section 42 of the CRTA says that 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.

Late evidence

8. The respondent provided 2 pieces of late evidence that the applicant had the chance to review and provide additional submissions on. The late evidence pieces are duplicate copies of evidence already submitted. So, I find nothing turns on the late evidence, but have considered it as necessary in my decision below.

ISSUE

9. The issue in this dispute is how much the respondent owes the applicant, if anything.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove her claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
11. The parties are siblings. In October 2021, the applicant loaned the respondent a total of \$6,300. Text messages in evidence confirm this, and the respondent does not deny receiving the money from the applicant. The text messages also show that in November 2021, the respondent agreed to pay the applicant \$243 every 2 weeks until the \$6,300 was paid off. They sent 1 payment on November 11, 2021, but paid nothing further. So, the applicant seeks repayment of \$5,000, the CRT’s small claims monetary limit.
12. The respondent says two things: (1) that the money actually belonged to the parties’ grandfather, so they do not owe the applicant any repayment, and (2) the parties agreed the respondent did not have to repay the loan until after a garnishment order was complete.
13. First, the text messages in evidence clearly show it was the applicant who loaned the money to the respondent, and the respondent agreed to repay the applicant. I find where the applicant initially got the money is irrelevant to the parties’ loan agreement.

14. Next, the text messages show that the respondent agreed to the payment plan, and subsequently defaulted on it, before telling the applicant about the garnishment order. So, I find there was no agreement between the parties to wait until the garnishment was complete. In any event, a screen shot submitted by the respondent of their CRA account shows the garnishment is now complete, so the subject loan is due.
15. I find the respondent must pay the applicant the claimed \$5,000.
16. The CRT small claims monetary limit is exclusive of *Court Order Interest Act* interest and CRT fees. The applicant is entitled to pre-judgment interest on the \$5,000 under the *Court Order Interest Act*. Calculated from March 20, 2022, when the applicant requested repayment, this equals \$380.47.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. The applicant was successful, so is entitled to reimbursement of \$175 in paid tribunal fees. She did not claim any dispute-related expenses.

ORDERS

18. Within 21 days of the date of this decision, I order the respondent to pay the applicant a total of \$5,555.47, broken down as follows:
 - a. \$5,000 in debt,
 - b. \$380.47 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in tribunal fees.
19. The applicant is also entitled to post-judgment interest, as applicable.

20. 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.

Andrea Ritchie, Vice Chair