



Civil Resolution Tribunal

Date Issued: May 31, 2024

File: SC-2023-010446

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dunlop v. Schaper*, 2024 BCCRT 497

B E T W E E N :

PETER DUNLOP

APPLICANT

A N D :

MARC SCHAPER

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a personal loan. The applicant, Peter Dunlop, says the respondent, Marc Schaper, only repaid \$200 of an \$1,800 loan. He claims the balance owing of \$1,600.

2. Mr. Schaper denies liability. He says he has a “fear” of Mr. Dunlop, and this has interfered with his ability to discuss the matter with Mr. Dunlop. Mr. Schaper also questions the validity of Mr. Dunlop’s evidence, though he did not say any of it was wrong or misleading.
3. The parties represent themselves.
4. For the reasons that follow, I find Mr. Dunlop has proven his claim.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.
8. 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

9. The issue in this dispute is whether Mr. Schaper must repay Mr. Dunlop \$1,600 for a personal loan.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Dunlop must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. Mr. Dunlop provided text messages between himself and Mr. Schaper as evidence. They show that on September 15, 2023, Mr. Schaper asked to borrow money. Mr. Schaper also agreed to repay it the following Tuesday, September 19, 2023.
12. A September 20, 2023 email further documents the loan terms. Mr. Schaper acknowledged he had borrowed \$1,800 and still owed Mr. Dunlop \$1,600. The email also shows a \$200 e-transfer from Mr. Schaper to Mr. Dunlop as a partial payment.
13. From September 20 to 30, 2023, Mr. Dunlop repeatedly texted Mr. Schaper about the balance owing. Mr. Schaper confirmed he still owed the money. He said he was waiting for international funds to clear and for other individuals to pay him to raise the remaining \$1,600. He texted that he would give another payment on October 1, 2023, but there is no indication this happened. Mr. Dunlop's uncontradicted submission is that Mr. Schaper blocked Mr. Dunlop's calls after this.
14. I now turn to the parties' positions. Mr. Dunlop relies on the text messages and email I have noted above to prove the loan. Mr. Schaper says he has "serious issues" about the evidence because Mr. Dunlop produced it online and not in court.
15. I put no weight on this objection because under CRTA subsections 42(2) and 42(3), the CRT is not bound by the rules of evidence and may receive evidence in electronic form. Further, Mr. Schaper did not state what parts, if any, of Mr. Dunlop's evidence were wrong or misleading. He did not deny the existence of the loan or its amount.

So, I choose to rely on the text messages and emails, and I find they support Mr. Dunlop's submissions.

16. The only evidence Mr. Schaper provided was an electronic invite to a birthday party on September 15, 2023. It shows that the parties both co-hosted the event. The parties agree that Mr. Schaper used the loan in connection with the party. However, Mr. Schaper did not say this meant he did not owe the borrowed sum. So, I find the fact that they co-hosted the party is largely irrelevant.
17. Mr. Schaper also alleges that Mr. Dunlop conspired to create anxiety in him. He says he created a "scene" at the party. He also says Mr. Dunlop may have been somehow involved in an assault Mr. Schaper suffered in July 2023. He also made allegations about Mr. Dunlop's character which I need not repeat here. Overall, I find these allegations are irrelevant, inflammatory, and entirely unsupported by evidence.
18. Given the above, I order Mr. Schaper to pay Mr. Dunlop \$1,600.
19. The *Court Order Interest Act* applies to the CRT. Mr. Dunlop is entitled to pre-judgment interest on the debt of \$1,600 from September 19, 2023, the agreed-upon repayment date, to the date of this decision. This equals \$57.21.
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. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$125 in CRT fees. The parties did not claim any specific dispute-related expenses.

ORDERS

21. Within 30 days of the date of this order, I order Mr. Schaper to pay Mr. Dunlop a total of \$1,782.21, broken down as follows:
 - a. \$1,600 in debt,

- b. \$57.21 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 in CRT fees.

22. Mr. Dunlop 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.

David Jiang, Tribunal Member