



# Civil Resolution Tribunal

Date Issued: June 18, 2024

File: SC-2023-007961

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Noble v. Stashewsky*, 2024 BCCRT 561

BETWEEN:

MEGAN NOBLE

**APPLICANT**

AND:

COREY STASHEWSKY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Debra Febril

## INTRODUCTION

1. This dispute is about alleged personal loans. The applicant, Megan Noble, says she lent the respondent, Corey Stashewsky, a total of \$3,569.89. She asks for an order that the respondent repay that amount.

2. The respondent denies owing the applicant money and says she has mischaracterized the money as loans. The respondent says there was no contract between them and no agreement to pay the money back. The respondent says the amounts claimed were gifts or financial help, with no expectation of repayment.
3. Both the applicant and the respondent 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.
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.

## **ISSUES**

8. The issue in this dispute is whether the respondent must repay the applicant \$3,569.89 for personal loans?

## EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicant must prove her claims on a balance of probabilities (meaning more likely than not). 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. The respondent provided documentary evidence but no submissions apart from those in the Dispute Response filed at the outset of this proceeding, despite having the opportunity to do so.
10. The applicant alleges 3 separate loans to the respondent. I will address them each in turn.

### ***Was the money for a vehicle a loan or a gift?***

11. The applicant says she loaned the respondent \$3,000 to purchase a vehicle and the respondent indicated they would pay her back. The respondent denies the money was a loan. As noted above, the respondent did not provide submissions to explain their position in detail. However, I infer from the way they named their evidence in the CRT's online portal they allege the transfers were part of the parties' sharing their regular bills. I note here the parties were in a romantic relationship, and I have taken that into consideration, but it is not determinative of the nature of the transfers.
12. Under the law of gifts, once an applicant has proved a transfer, the burden shifts to the person receiving the transfer to establish it was a gift (see *Pecore v. Pecore*, 2007 SCC 17). Once someone has made a true gift to another person, the gift cannot be revoked (see *Bergen v. Bergen*, 2013 BCCA 494). If a transfer is not a gift, it is a loan.
13. Here, the applicant has proved that she transferred \$3,000 to the respondent on April 6, 2023. She provided an e-transfer receipt showing the transfer. So, the respondent must prove that the money was a gift, rather than a loan.
14. Given the evidence they provided, I infer that the respondent disputes that they received \$3,000 for a vehicle purchase. The respondent's evidence shows an April 30, 2023 transfer of \$537 from the applicant, and an April 30, 2023 proof of a vehicle

purchase for \$535. The respondent also provides a transfer confirmation of \$675. I infer the respondent alleges these are part of the parties shared bills as that is what they are labeled as in the portal.

15. The respondent has not provided evidence to connect the \$3,000 to any bill or to show it was a gift. They do not say what the money was for. I recognize that there is evidence of other money transfers between the parties, but without any context or explanation, such as evidence of the respondent's "regular bills", I find the respondent has not proven a pattern of gifts or an agreement to share expenses.
16. The applicant, however, included a text message from the respondent on April 29, 2023, where they acknowledge they owed the applicant money. Here the respondent did not provide any submissions to refute this evidence that the money was intended to be a personal loan. I find the respondent has failed to show the money for a vehicle was gifted to him.
17. For there to be a legally effective gift, three things are required: an intention to donate, acceptance, and a sufficient act of delivery. The evidence needs to show that the intention for the money as a gift was inconsistent with any other intention, (see *Lundy v. Lundy*, 2010 BCSC 1004 at paragraph 20).
18. On the weight of the evidence, I find the respondent has not proven the \$3,000 was a gift or part of an agreement to share expenses. It was therefore a loan and the respondent must repay the applicant \$3,000.

***Was the money for the veterinary bill a loan or a gift?***

19. The applicant says she loaned the respondent money for a veterinary bill and said they would pay her back. The respondent denies owing money for the vet bill.
20. The applicant submitted a payment confirmation from her account to a veterinary clinic. The confirmation is dated May 4, 2023, and does not show the \$269.89 was paid on the respondent's behalf. The applicant says the payment was for the

respondent's dog, but there is no corroborating evidence of this, such as a copy of the original invoice or correspondence about the bill.

21. To establish a loan, the applicant must prove that she paid the veterinary's bill on the respondent's behalf. I find she has not met that burden here. So, I do not need to consider the evidence or submissions further.
22. In summary, I find the vet bill was not a loan, so the respondent is not responsible for repayment. I dismiss this part of the applicant's claim.

### ***Was the insurance money a loan or a gift?***

23. The applicant says she loaned the respondent \$300 for insurance. The respondent denies owing this money and says it was mischaracterized as a loan.
24. The applicant provided evidence of an April 6, 2023 \$300 transfer to the respondent. I accept this evidence.
25. The respondent says the money was for financial help or a gift. They provided evidence of multiple money transfers which I infer by the labels were intended as examples of the parties' shared bills.
26. However, the respondent did not address the applicant's evidence of text messages between them on May 26, 2023 where the respondent acknowledged owing the applicant money but said they could not pay it all at once. Notably, the respondent did not say in those text messages that the money was a gift.
27. In reviewing all the submissions and evidence, I find the insurance money was not a gift it was a loan. The respondent is responsible for repayment of \$300.

### ***Conclusion***

28. I find the respondent owes the applicant a total of \$3,300 for two of the personal loans she gave him.

29. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$3,300 from July 1, 2023. This equals \$162.74.
30. 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 half reimbursement of the \$175 in CRT fees for dispute-related expenses as she was mostly successful in her claims.

## **ORDERS**

31. Within 30 days of the date of this decision, I order Corey Stashewsky to pay Megan Noble a total of \$3,550.24 broken down as follows: \$3,300 as reimbursement for loans, \$162.74 as pre-judgment interest, and \$87.50 in CRT fees for dispute-related expenses.
32. The applicant is entitled to post-judgment interest, as applicable.
33. 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.

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Debra Febril, Tribunal Member