



Civil Resolution Tribunal

Date Issued: July 12, 2024

File: SC-2023-008803

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bae v. Hussey*, 2024 BCCRT 669

BETWEEN:

YEAHYUN BAE

APPLICANT

AND:

DANICA HUSSEY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. In August 2023, four friends took a trip together. Yeahyun Bae paid for some group expenses and sought reimbursement from the other three. Danica Hussey did not pay. Ms. Bae claims \$365.86 from Ms. Hussey. Ms. Hussey says the amount claimed is not accurate, among other things. She does not say how much she believes she owes. Each party is self-represented.

JURISDICTION AND PROCEDURE

2. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
3. 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 this dispute, little turns on credibility and I am properly able to assess and weigh the documentary evidence and submissions before me. 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.
4. 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.
5. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services. In submissions, Ms. Bae says that she would also like Ms. Hussey to remove any photos and stories of Ms. Bae from social media. This is known as an injunctive order, meaning an order to do or stop doing something. I find that I do not have authority to make that order under CRTA section 118, so I will not consider that potential remedy here.

ISSUE

6. The issue in this dispute is to what extent Ms. Hussey owes Ms. Bae for trip expenses.

EVIDENCE AND ANALYSIS

7. As the applicant in this civil proceeding, Ms. Bae must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties'

evidence and submissions, I only refer to what is necessary to explain my decision. Much of the parties' evidence was about how and why their friendship broke down after the trip. I do not describe that evidence in this decision because it is not relevant to the issue of trip-related debt.

8. The parties travelled together in BC from August 9 to August 14, 2023. The group of four included Ms. Bae's boyfriend, JB, and Ms. Hussey's boyfriend, CW. It is undisputed that Ms. Bae put most of the shared expenses on her credit card for easier post-trip division.
9. On August 22, 2023, Ms. Bae texted the group with a breakdown of trip costs, including groceries, ferries, accommodations and activities. The total was \$1,606.60 so Ms. Bae said each person owed \$401.65. CW offered a correction and suggested that each person owed Ms. Bae \$365.86, which Ms. Bae accepted. CW also claimed fuel costs. Ms. Bae said that each person owed CW \$169.18.
10. Records show that on the same day, CW paid Ms. Bae \$196.68 (\$365.86 less \$169.18). JB paid Ms. Bae \$365.86. JB paid CW \$169.18. Ms. Hussey undisputedly did not pay Ms. Bae anything.
11. Ms. Hussey argues that the parties did not have a formal agreement about how the expenses would be shared. While the parties did not put their agreement in writing, I am satisfied based on the texts and context that they agreed to share the group expenses equally and they agreed about what the group expenses were. I put significant weight on the fact that Ms. Hussey did not object to the amount Ms. Bae said each person owed her at the time the parties calculated trip expenses. I find on balance that Ms. Hussey accepted Ms. Bae's calculations and did not have any significant trip expenses that she wanted to be reimbursed for. Ms. Hussey also acknowledged the debt after the trip in an undated text, where she said, "I'll etransfer you if you give me a response to the nasty message you sent me[.]"
12. Ms. Hussey argues that Ms. Bae failed to consider trip expenses that she and CW incurred. She says they paid for certain ferry, gas and grocery expenses. However, I

find the ferry and gas expenses that CW incurred were accounted for, and there is no evidence that Ms. Hussey incurred ferry and gas expenses herself. As for groceries, Ms. Hussey provided no receipts, only excerpts from bank statements which do not show a name. I find there is insufficient evidence to establish that Ms. Hussey purchased shared groceries on the trip.

13. Ms. Hussey says she and CW provided food and alcohol from their home to share with everyone on the trip. However, she does not attempt to quantify the value of these shared items. Further, the text evidence shows that both parties contributed some food and alcohol from their home and neither expected to be reimbursed for it.
14. Lastly, Ms. Hussey argues that Ms. Bae never provided a detailed account of her expenditures with copies of her receipts. However, Ms. Bae has provided receipts in this dispute that generally support the amounts claimed.
15. Based on the above, I find Ms. Bae has proven the claimed \$365.86 debt for shared trip expenses. I order Ms. Hussey to reimburse her this amount.
16. The *Court Order Interest Act* applies to the CRT. Ms. Bae is entitled to pre-judgment interest on the \$365.86 from August 22, 2023, to the date of this decision. This equals \$16.63. Neither party claims any dispute-related expenses and neither paid any CRT fees.

ORDERS

17. Within 14 days of the date of this order, I order Ms. Hussey to pay Ms. Bae a total of \$382.49, broken down as \$365.86 in debt and \$16.63 in pre-judgment interest under the *Court Order Interest Act*.
18. Ms. Bae is entitled to post-judgment interest, as applicable.

19. 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 a court order.

Micah Carmody, Tribunal Member