



Civil Resolution Tribunal

Date Issued: July 15, 2024

File: SC-2023-013226

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Stolfi v. Randles*, 2024 BCCRT 676

BETWEEN:

MICHAEL STOLFI

APPLICANT

AND:

ALYSSA RANGLES

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This is a dispute about repayment of personal loans. The applicant, Michael Stolfi, says the respondent, Alyssa Randles, agreed to repay Mr. Stolfi for the cost for tickets to a Coldplay concert in Vancouver, and associated travel expenses. Mr. Stolfi says Ms. Randles owes them \$600.

2. Ms. Randles says she thought the concert was a date and Mr. Stolfi only asked if she would share the cost after the concert.
3. Both parties 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 are:
 - a. Whether Mr. Stolfi loaned or gave money to Ms. Randles for her Coldplay ticket, and

- b. Whether Mr. Stolfi and Ms. Randles had an agreement to split the hotel, taxi and dining costs for the trip to Vancouver.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Stolfi must prove their claim 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.
10. Mr. Stolfi and Ms. Randles are former romantic partners. In September 2023, they went to see Coldplay in Vancouver. Mr. Stolfi said the tickets cost \$450 each. Mr. Stolfi says they and Ms. Randles agreed to split the expenses for the weekend. Mr. Stolfi says they stopped for breakfast in Nanaimo and decided to book the tickets before the concert sold out. Ms. Randles offered to book the tickets through her Ticketmaster account and Mr. Stolfi agreed to transfer the money for Mr. Stolfi's ticket. Mr. Stolfi says that at that point, Ms. Randles asked Mr. Stolfi to pay for her ticket and that she would pay Mr. Stolfi back on her next payday. Mr. Stolfi undisputedly transferred \$900 to Ms. Randles on September 23, 2023.
11. Mr. Stolfi provided a copy of the e-transfer receipt for the \$900 forwarded to Ms. Randles.

Was the money for the Coldplay ticket a loan or a gift?

12. Ms. Randles says that when they made the arrangement to go to the Coldplay concert, Mr. Stolfi made it sound like it was a gift to her. Under the law of gifts, the person who received the alleged gift must establish it was intended to be a gift, and that they accepted the gift when the giver transferred it to them (see *Pecore v. Pecore*, 2007 SCC 17). The evidence should show the giver's intention to make a gift was inconsistent with any other intention (see *Lundy v. Lundy*, 2010 BCSC 1004).
13. Ms. Randles admits she was short on money at the time of the concert which is why Mr. Stolfi transferred the money to her to pay for the Coldplay tickets.

14. Ms. Randles did not describe any specific conduct by Mr. Stolfi that establishes Mr. Stolfi intended the trip or the concert to be a gift. Ms. Randles relies on the fact that Ms. Randles and Mr. Stolfi were dating at the time for her assumption that the concert was a gift. Ms. Randles did not say how long she and Mr. Stolfi had been dating or if Mr. Stolfi typically gave Ms. Randles concert tickets as gifts during their relationship. So, I find that Ms. Randles has not proven the Coldplay ticket was a gift. I find it was a loan and Ms. Randles must repay Mr. Stolfi \$450 for the cost of her Coldplay ticket.

Was there an agreement to split the hotel, taxi and dining costs?

15. The parties had no written contract. A verbal contract is enforceable like a written contract, but it can be harder to prove. For a valid contract to exist, the parties must have a “meeting of the minds”. This means that both parties must agree on all essential terms and those terms must be clear enough to give a reasonable degree of certainty. The parties must both intend to be bound by these essential terms. There must also be an offer by one party that is accepted by the other, plus valuable “consideration”. “Consideration” means payment of money or something else of value (see discussion on contract formation in *Redfern Resources Ltd. (Re)*, 2021 BCCA 189 and *Fairchild Developments Ltd. v. 575476 BC Ltd.*, 2020 BCCA 123).

16. Mr. Stolfi submitted as evidence a copy of Interac charges totaling \$449.83 for:

- a. Best Western hotel - \$208.74,
- b. Brown’s Social House - \$133.27
- c. Taxi fares - \$39.60, and
- d. Breakfast at Smitty’s in Nanaimo - \$68.22.

17. Mr. Stolfi asked for repayment in a text message on September 29, 2023 but the text message does not say the amount Mr. Stolfi was asking for. In fact, Mr. Stolfi never provided Ms. Randles with a breakdown of the money he had spent on the hotel, taxi and dining during the trip to Vancouver.
18. Ms. Randles replied that she could not afford to repay Mr. Stolfi at that time. Mr. Stolfi replied, "It's all good", which Ms. Randles interpreted to mean Mr. Stolfi did not want to be repaid. In fact, Mr. Stolfi's text said that Mr. Stolfi was following up because Ms. Randles had agreed to pay Mr. Stolfi on her next pay day. Mr. Stolfi told Ms. Randles not to worry about it for now. I take this to mean that Mr. Stolfi was still expecting repayment.
19. Mr. Stolfi and Ms. Randles exchanged text messages on October 3, 2023, where Mr. Stolfi demanded \$1,000 from Ms. Randles. Mr. Stolfi did not provide a breakdown of the amount owed at this time either. Ms. Randles acknowledged an undated discussion in which she had agreed to repay Mr. Stolfi. Ms. Randles still disagreed with Mr. Stolfi's demand for \$1,000.
20. Mr. Stolfi became increasingly aggressive in this text conversation. They initially gave Ms. Randles one week to repay the \$1,000. Later in the same conversation, Mr. Stolfi demanded payment in two days. At the end of the conversation, Mr. Stolfi demanded payment by 5pm. Mr. Stolfi threatened to contact Ms. Randles' landlord, employer and family to get payment. As a result of these threats, Ms. Randles contacted the Vancouver Police. Ms. Randles says the police advised her not to pay and to cease contact with Mr. Stolfi.
21. Whether the parties had a conversation about repayment after the concert, the text message conversation of October 3, 2023, shows that the parties did not have a meeting of the minds about the repayment amount. I find the repayment amount was an essential term of the alleged contract. So, I find that Mr. Stolfi has not proven a valid verbal contract to share the cost of the hotel, taxi and dining expenses.

22. Ms. Randles provided receipts for payments she made to Mr. Stolfi, which were undisputedly for expenses unrelated to the trip that is the subject of this dispute. So, I find nothing turns on these payments.
23. In summary, I find that Mr. Stolfi is entitled to repayment of \$450 for Ms. Randles' Coldplay ticket. I find that Mr. Stolfi has not proved that Mr. Stolfi and Ms. Randles had agreed to the specific terms of any contract for repayment of the hotel, taxi and dining expenses. So, I refuse to grant this part of Mr. Stolfi's claim.
24. The *Court Order Interest Act* applies to the CRT. Mr. Stolfi is entitled to pre-judgment interest on the \$450 from September 23, 2023, the date of the loan to the date of this decision. This equals \$18.69.
25. 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. Since Mr. Stolfi was partially successful, I award Mr. Stolfi \$62.50 for CRT fees. Neither party claimed dispute-related expenses.

ORDERS

26. Within 30 days of the date of this order, I order Alyssa Randles to pay Michael Stolfi a total of \$531.19, broken down as follows:
 - a. \$450 in debt,
 - b. \$18.69 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$62.50 for CRT fees.
27. Mr. Stolfi is entitled to post-judgment interest, as applicable.

28. 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.

Mark Henderson, Tribunal Member