



Civil Resolution Tribunal

Date Issued: September 16, 2025

File: SC-2024-003903

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Jackson v. Mah*, 2025 BCCRT 1293

BETWEEN:

DOUGLAS EARLE JACKSON

APPLICANT

AND:

HOLLY MEI LAN MAH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a personal loan. The applicant, Douglas Earle Jackson, says he loaned the respondent, Holly Mei Lan Mah, \$3,000. He relies on a promissory note he says she signed. He seeks the full amount of the loan, plus contractual interest. Mr. Jackson represents himself.

2. Mrs. Mah says the \$3,000 was a gift. She specifically denies signing any promissory note. She says she does not owe Mr. Jackson any money. Mrs. Mah also represents herself.

JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (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. These are the CRT's formal written reasons.
4. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. In significant respects, the parties in this dispute call into question each other's credibility or truthfulness. While credibility issues can in some cases be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal, and flexible manner. As explained in *Downing v. Strata Plan VR2356*, 2023 BCCA 100 at paragraph 47, this includes a consideration of what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions. Here, important questions turn on credibility. Specifically, this includes whether Mrs. Mah signed the promissory note. From the parties' submissions, they both understood the issue that turns on credibility and both addressed that issue. Given the parties seemingly entrenched positions, I find it unlikely cross-examination would reveal any inconsistencies in either party's evidence. Neither party asked for an oral hearing, which would delay the resolution of this dispute. The \$3,000 claim is also a relatively small amount. For these reasons, I find that the benefit of an oral hearing does not outweigh the efficiency of a hearing through written submissions. So, I have decided this dispute based on the written submissions before me.

5. 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.
6. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

7. The issue in this dispute is whether Mrs. Mah may repay Mr. Jackson \$3,000 for an alleged loan.

EVIDENCE AND ANALYSIS

8. In general, in a civil claim such as this, the applicant Mr. Jackson must prove his claims on a balance of probabilities, meaning “more likely than not”. However, in paragraph 24 of *Pecore v. Pecore*, 2007 SCC 17, the Supreme Court of Canada said that where a person is claiming that an item or money was a gift, that person must prove it. While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
9. Mr. Jackson says that on February 20 and 25, 2022, he loaned Mrs. Mah \$1,500 each, for a total of \$3,000. Mr. Jackson provided a promissory note that he says Mrs. Mah signed, that outlined the \$3,000 loan, with 6.5% annual interest starting on October 1, 2022. The note says the loan was a demand loan, payable within 30 days of his requesting repayment. Mr. Jackson says he sent Mrs. Mah registered mail dated February 19, 2024, requesting repayment. Mrs. Mah has not paid.
10. Mrs. Mah denies receiving a loan from Mr. Jackson. She says he gave her the money during their relationship. She also denies signing the promissory note, and says she first learned of it in the course of this dispute.
11. Both parties provided other “samples” of Mrs. Mah’s signature. Mr. Jackson alleges the samples prove it is Mrs. Mah’s signature on the promissory note. Mrs. Mah

argues the opposite. As the party asserting the forgery, Mrs. Mah has the burden of proving that point. Though she submitted various samples of her signature, I find the signatures vary between themselves and between the promissory note's signature. It is not obvious to me that the signature is forged. Rather, I find that identifying forged signatures requires an expert's technical knowledge, because it is outside the knowledge of an ordinary person (see: *Bergen v. Guliker*, 2025 BCCA 283). There is no expert evidence here, so I place no weight on Mrs. Mah's bare assertion that her signature on the promissory note was forged.

12. So, I find Mrs. Mah signed the promissory note, and agreed to repay Mr. Jackson the \$3,000 plus 6.5% in annual interest. This finding is consistent with the law of gifts.
13. That is, as stated above, where a party says something is a gift, they bear the burden of proving it is. Generally, the court (or CRT) presumes the giver offered a bargain, not a gift.
14. Although Mrs. Mah provided some evidence that she argues proves the money was a gift, I disagree. Mrs. Mah provided a copy of the February 19, 2022 e-transfer receipt, which included the message "ILY", meaning "I love you". On February 20, 2022, Mrs. Mah emailed Mr. Jackson and thanked him for transferring her money. Mr. Jackson responded saying "no worries about the transfer, I hope it takes some stress off of you". There is no mention of the money being a loan or a gift. I find these notations are insufficient to presume the money was a gift. I say this because neither statement is inconsistent with a loan. People in a relationship can, and do, loan each other money to relieve stress, but the money may still be repayable, not a gift. I order Mrs. Mah to pay Mr. Jackson \$3,000.
15. Mrs. Mah must also pay Mr. Jackson 6.5% in annual interest on the \$3,000, calculated from October 1, 2022, the agreed interest start date in the promissory note, to today. This equals \$577.52.

16. 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. As Ms. Jackson was successful, I find Mrs. Mah must reimburse him \$175 in paid CRT fees. Mr. Jackson also claimed \$11.36 in registered mail costs to send a demand letter to Mrs. Mah. I find this expense was reasonably incurred, and order Mrs. Mah to reimburse it.

ORDERS

17. Within 21 days of the date of this decision, I order Mrs. Mah to pay Mr. Jackson a total of \$3,763.88, broken down as follows:

- a. \$3,000 in debt,
- b. \$577.52 in contractual interest at 6.5% per year,
- c. \$175 in tribunal fees; and
- d. \$11.36 in dispute-related expenses.

18. Mr. Jackson is also 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 an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair