



Civil Resolution Tribunal

Date Issued: September 22, 2025

File: SC-2023-012223

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Curry v. Koshelanyk*, 2025 BCCRT 1329

B E T W E E N :

MANDEEP CURRY

APPLICANT

A N D :

KALEB KOSHELANYK

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. The applicant, Mandeep Curry, and the respondent, Kaleb Koshelanyk, are former romantic partners. The applicant says the respondent used their credit card and has not paid them back. They also say the respondent damaged a door. The applicant claims \$4,313.79. The applicant represents themselves.

2. The respondent says they did not use the applicant's credit card. They say the applicant made the purchases themselves. The respondent represents themselves.
3. For the reasons that follow, I find the respondent owes the applicant for the credit card charges and for the damaged door.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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.
5. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I find that an oral hearing is not necessary in the interests of justice.
6. CRTA section 42 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. Under CRTA section 48(1), the CRT may make an order on the terms and conditions it considers appropriate.

ISSUE

7. The issue in this dispute is whether the respondent owes the applicant \$4,313.79 for charges on their credit card and a damaged door.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicant must prove their claim 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 explain my decision. The respondent did not provide any evidence or submissions in this dispute, although given the opportunity. So, in making my decision, I have considered the applicant's evidence, and the respondent's Dispute Response.
9. Text messages between the parties show the respondent owed the applicant money and agreed to pay it back. As set out below, the respondent sent messages:
 - a. On October 10, 2023, that they would give the applicant cash somehow.
 - b. On October 28, 2023, that they would give the applicant cash if they met, that they were going to "pay it off," and that they would "definitely give you what I promised."
 - c. On November 4 2023, that they agreed to make biweekly payments.
 - d. On January 29, 2024, that they refused to pay anything further.
10. The applicant says the respondent gave them cash payments totalling \$3,390 during the relationship. They provided bank statements showing cash deposits of \$500 on August 25, \$1,040 on September 17, \$1,200 on October 1, and \$650 on October 30. They say these deposits were repayments from the respondent.
11. As I note above, the respondent did not provide any evidence to dispute the applicant's claims. Other than a statement in the Dispute Response that they did not use the credit card and that applicant made the purchases, they gave no supporting documents or details.

12. Based on the text messages, and the pattern of payments during the relationship, I find the applicant has proved the respondent owed them money, and agreed to repay it. However, the applicant must still provide evidence to support those claims.

Credit card charges

13. The applicant says between March and November 2023, while they were in a relationship, the respondent used their credit card, both with and without their permission. They say the respondent made purchases totalling \$7,435.55 for groceries, goods and services, and restaurants. Subtracting the \$3,390 already paid, the applicant claims the balance of \$4,045.55.
14. The applicant provided credit card statements from July 16 to November 20, 2023. I infer that the respondent had already paid the charges on previous statements. The applicant highlighted charges they say the respondent made. These highlighted charges total \$3,738.30. The applicant does not explain the difference between this amount and the amount they claimed in this dispute.
15. So, I find that in the absence of the respondent's evidence otherwise, I accept the applicant's evidence that the respondent charged \$3,738.30 to their credit card that has not been repaid.

Damaged door

16. The applicant says the respondent broke their door during a physical altercation. The applicant provided a quote for replacement doors varying in price from \$139.94 to \$268.24 plus taxes.
17. The applicant claims \$268.24 for the door's cost in their Dispute Notice. They did not say why the more expensive door was needed, but they also did not claim for taxes, installation costs, paint, disposal, or other related costs.
18. The respondent does not dispute they broke the door. They did not dispute the amount the applicant claimed. So, I allow \$268.24 for the door's cost.

Summary

19. I find that the respondent owes the applicant \$3,738.30 for credit card charges and \$268.24 for the cost of the replacement door. This totals \$4,006.54.
20. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the \$4,006.54 damages amount. It is not clear when the applicant demanded payment, but the evidence shows they requested it no later than January 29, 2024. So, I order pre-judgment interest calculated from January 29, 2024, to the date of this decision. This equals \$283.62.
21. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. However, the applicant did not pay CRT fees or claim dispute-related expenses.

ORDERS

22. Within 10 days of this decision's date, I order the respondent to pay the applicant a total of \$4,290.16, broken down as follows:
 - a. \$4,006.54 in debt, and
 - b. \$283.62 in pre-judgment interest under the *Court Order Interest Act*.
23. The applicant is entitled to post-judgment interest, as applicable.

24. This is a validated decision and order. Under CRTA section 58.1, 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.

Deanna Rivers, Tribunal Member