



Civil Resolution Tribunal

Date Issued: May 1, 2026

File: SC-2023-012518

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Rollins v. McPherson*, 2026 BCCRT 692

B E T W E E N :

IRENE MARILYN ROLLINS

APPLICANT

A N D :

HAILEY KATHLEEN MCPHERSON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about a loan.
2. The applicant, Irene Marilyn Rollins, says she loaned \$3,500 to the respondent, Hailey Kathleen McPherson, and the respondent's boyfriend, SM. The applicant is the respondent's mother. The applicant says the respondent and SM did not repay the loan, and she claims \$3,500.

3. The respondent agrees that the applicant loaned her \$3,500. She says she has repaid part of that amount.
4. The parties are each self-represented.
5. For the reasons set out below, I allow the applicant's claim in part.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find I can properly 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 in the interests of justice.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

Parties to the Dispute

9. In her CRT submissions, the applicant says she claims payment against both the respondent and SM. However, the applicant's dispute application did not name SM as a party to this dispute. So, I make no order against SM.

Limitation Act

10. I have considered whether this dispute is out of time under the *Limitation Act*, which imposes a two-year limitation period for most debt claims. The evidence before me

in this dispute does not clearly show when the loan was made. Also, *Limitation Act* section 24(7) extends the limitation period if the debtor makes a partial payment on the loan, which the parties agree the respondent did. Finally, the respondent does not argue that the limitation period had expired, and provided no evidence about that.

11. For these reasons, I find the claim is not barred under the *Limitation Period*.

ISSUE

12. Must the respondent pay the applicant \$3,500 for a loan?

EVIDENCE AND ANALYSIS

13. In this civil dispute, the applicant must prove her claims on a balance of probabilities. This means more likely than not. I have read all the provided evidence and submissions, but refer only to what is necessary to explain my decision.

14. The parties agree that the applicant loaned the respondent and SM \$3,500 to purchase a vehicle. There was no written contract, so the loan agreement was verbal.

15. The applicant says they agreed that the respondent and SM would repay \$500 per month for seven months, but this did not occur. The applicant says the respondent repaid only \$280 in total.

16. The respondent says she has paid \$1,897 towards the loan. She provided a list of payments, written in a Notes application on a cell phone. I place limited weight on this document. The list does not provide any transaction confirmation numbers, and the respondent provided no other evidence such as bank records to confirm the payments actually occurred. Also, the list includes payments for things identified as "A&W/Starbucks" and "mom owed me." This indicates that not all the listed items were payments on the \$3,500 vehicle loan.

17. For these reasons, I find the respondent has not proved her defense that she paid back \$1,897 of the loaned amount.
18. The applicant provided submissions about expensive items she says the respondent bought since failing to pay back the loan. I find the respondent's purchases are not relevant in deciding whether she owes the applicant the claimed \$35,000. So, I place no weight on these submissions.

Birthday Party Loan

19. The applicant says she loaned the respondent an additional \$300 for a child's birthday party. The respondent says she does not recall this.
20. The applicant argues that this \$300 loan cancels out the respondent's \$280 payment against the \$3,500 vehicle loan.
21. The applicant provided no evidence that she loaned the respondent \$300. Also, even if she did so, I find that the applicant is not entitled to deduct that amount from any payments against the earlier \$3,500 loan. I find this because there is no evidence that the respondent agreed to that arrangement.

Broken Television

22. Finally, the applicant says the respondent's daughter broke the applicant's television, and the respondent and SM agreed to pay \$1,300 to replace it but did not do so. The respondent denies that any of this occurred.
23. The applicant provided no evidence proving that the television was broken, or that the respondent agreed to pay anything for it. Also, this claim was not mentioned in the Dispute Notice, so I find it is not properly before me to decide in this dispute. It is a separate issue from the \$3,500 loan, as there is no link between the car loan and the broken television. So, I make no order or findings about the television.

Conclusion

24. For the reasons set out above, I find the respondent must pay the applicant \$3,220 towards the loan. This is \$3,500 minus the acknowledged payment of \$280.
25. The *Court Order Interest Act* (COIA) applies to the CRT. The parties provided no clear evidence about when the debt was incurred. So, I find the applicant is entitled to pre-judgment interest on \$3,220 from December 13, 2023, which is the date of her CRT dispute application. This equals \$301.26.
26. The applicant paid no CRT fees and neither party claimed dispute-related expenses, so I order no reimbursement.

ORDERS

27. I order that within 30 days of this decision, the respondent must pay the applicant a total of \$3,521.26, broken down as follows:
 - a. \$3,220 in debt, and
 - b. \$301.26 in pre-judgment interest under the COIA.
28. The applicant is entitled to post-judgment interest under the COIA, as applicable.
29. 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 BC Provincial Court. Once filed, a CRT order has the same force and effect as an order of the BC Provincial Court.

Kate Campbell, Vice Chair