



Civil Resolution Tribunal

Date Issued: August 6, 2019

File: SC-2019-001508

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Huang v. Wood N Tassel Furniture Inc.*, 2019 BCCRT 939

BETWEEN:

ZHENG HUANG

APPLICANT

AND:

WOOD N TASSEL FURNITURE INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This dispute is about the sale of furniture.
2. The respondent, WOOD N TASSEL FURNITURE INC., sold the applicant, ZHENG HUANG, two sets of bedroom furniture for a total of \$5,500. The applicant says the quality of the furniture is poor. The applicant claims he is entitled to reimbursement

of the full purchase price. However, he limited his claim to the Civil Resolution Tribunal's (tribunal) monetary jurisdiction of \$5,000.

3. The respondent says the furniture had no quality issues at the time of delivery. It says the sale was final and the applicant is not entitled to a refund.
4. The applicant is self-represented. The respondent is represented by Amit Vij, who I infer is an employee or owner.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the tribunal. The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
7. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Under tribunal rule 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted under section 118 of the CRTA:
 - a. order a party to do or stop doing something;

- b. order a party to pay money;
- c. order any other terms or conditions the tribunal considers appropriate.

ISSUE

9. The issue in this dispute is to what extent, if any, does the respondent owe the applicant \$5,000 for the cost of the furniture?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove his claims on a balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision. I note that in its submissions, the respondent makes an offer to the applicant. The tribunal's settlement phase and settlement offers are meant to be confidential. For this reason, I have not relied on the respondent's offer when deciding this dispute.
11. The applicant bought the bedroom furniture from the respondent after viewing it in an online catalogue and in-store display. The purchase was a final sale with no exchange or refunds. The applicant says he was disappointed with the furniture quality on delivery. He says he intended to refuse to accept the furniture. However, after speaking with the respondent, the applicant decided to accept it. He says he accepted it because the respondent agreed to inspect it and accept a return if it found issues.
12. The respondent says it inspected the furniture and found no issues. It refused the applicant's request to return the furniture for a refund. The applicant argues that the respondent had not carefully checked the furniture for flaws during its inspection.
13. The applicant says that not only is the furniture of poor quality, but the colour and drawer tracks are not what the respondent had promised. The applicant does not explain what was promised. The respondent says the applicant received the same colour as ordered and as shown on the invoice. It says it never promised a certain

type of track. It says the furniture's tracks are the standard tracks installed by the manufacturer. I find I have insufficient evidence to conclude that the furniture's colour or tracks are different than promised.

14. Under the *Sale of Goods Act* (SGA), the law implies a certain level of quality, performance and durability into every contract for the sale of goods. I find the SGA applies here. Section 18 of the SGA implies conditions on a sale that the goods will be reasonably fit for purpose, durable for a reasonable period of time, and of saleable (merchantable) quality.
15. Section 19(2)(a) of the SGA says that in a contract for sale by sample, there is an implied condition that the end product be the same quality as the sample. A "sale by sample" occurs when the parties either expressly or implicitly agree that the purchaser will rely on a sample to make a purchase and the purchaser does not have an opportunity to inspect the end product before making the purchase. The law expects the quality of the furniture received to be the same quality as the sample. The applicant had purchased the furniture based on samples in an online catalogue and on a floor model, rather than on inspecting the actual end product himself. For this reason, I find it was a sale by sample under section 19(2)(a).
16. Although not stated in this way, the applicant's position is that the respondent breached the implied conditions of the sale under the SGA, entitling him to a refund.
17. The applicant provided no evidence of the samples that he relied on to purchase the furniture, such as the online catalogue. He also does not explain what the sample furniture looked like or describe his inspection of the floor-model. For example, he does not say whether he inspected all the pieces, the drawers, the underside, or the backside of the sample furniture. I find this type of evidence is important to establish the quality of the samples the applicant relied on when purchasing the furniture. While the respondent also provided no evidence of the sample, the burden of proof is on the applicant. The applicant did not explain why he failed to provide this evidence.

18. The applicant says the drawers are “wobbly”. However, he does not provide details about the wobble. The applicant does not clarify whether the wobble is a defect or a normal function of the type of track used. The applicant provided no evidence, such as a video, showing that the drawers are defective because they wobble. He also does not say whether he verified whether the sample drawers wobble. I find there is insufficient evidence to support a finding that the respondent breached the implied conditions of sale based on “wobbly” drawers.
19. The applicant submitted photographs of the furniture he received. He says the photographs show problems with the furniture’s quality. I have reviewed the photographs. I find the photographs show narrow gaps in the joinery on the front of some pieces of the off-white furniture. I find he has not established that the joinery gaps are problems rather than features of the furniture. I note that the sales invoice describes the oak furniture as “vintage” and the off-white as “farmhouse”. The applicant has not explained how the narrow gaps in the joinery are inconsistent with “farmhouse” style furniture or with the samples.
20. I find the pictures show extra glue, half-polished wood, missing screws, processing marks, and unevenness on the bottom and backside of some pieces. I find the bottom and backside of the furniture was either unfinished or poorly finished. One photograph shows a split in an extra piece of wood used to reinforce the bottom of a drawer. The photograph does not suggest that the split would affect the functionality of the drawer or that it would be visible. I find the split shows that the work beneath the drawer was poorly finished. However, I find the applicant has not established that these hidden areas should have been finished or that they were finished on the samples.
21. The respondent agrees that one piece of furniture was missing two screws. The respondent says it could have fixed this “without any issues”. For whatever reason, the respondent did not fix it. I find that screws can be easily replaced at a negligible cost. I find the applicant has not established that the quality of the piece is different from the sample, unsaleable, or unfit for its purpose because of the missing screws.

22. The total price for two sets of bedroom furniture that included a king and a queen bed and 6 other pieces was \$5,500 with tax. I find this price relatively low. I find it supports a conclusion that the narrow gaps in the joinery and some hidden finishing issues are consistent with the quality purchased by the applicant.
23. On the weight of the evidence, I find the applicant has not established that the respondent breached the implied conditions of sale.
24. Absent a breach of the condition, I find the respondent is permitted to rely on the terms of the final sale. The signed invoice shows that the applicant agreed to the terms that permit no exchange or refunds after sale. I find the applicant is not entitled to an exchange or refund from the respondent for cost of the furniture.
25. Under section 49 of the CRTA, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As the applicant is unsuccessful in this dispute, I find he is not entitled to reimbursement of tribunal fees or dispute-related expenses.

ORDER

26. I dismiss the applicant's claims and this dispute.

Trisha Apland, Tribunal Member