



Civil Resolution Tribunal

Date Issued: July 24, 2020

File: SC-2020-002589

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bassett v. Tradeamac Enterprises Inc.*, 2020 BCCRT 825

B E T W E E N :

ALEX-ANDRE BASSETT

APPLICANT

A N D :

TRADEAMAC ENTERPRISES INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin

INTRODUCTION

1. This dispute is about an allegedly faulty computer sale.
2. The applicant, Alex-Andre Bassett, purchased a refurbished Macbook Pro (laptop) from the respondent, Tradeamac Enterprises Inc. (Tradeamac). Mr. Bassett says the laptop stopped working a few days after he bought it, due to prior water damage

that Tradeamac did not tell him about. Mr. Bassett says Tradeamac inspected and returned his laptop but kept the charging cord. Mr. Bassett claims \$1,690 for the cost of the laptop, plus \$70 for the charging cable.

3. Tradeamac acknowledges that the laptop was previously water damaged but says it cleaned and fixed the computer prior to selling it to Mr. Bassett. Tradeamac refuses to give Mr. Bassett a refund or exchange because it says the water damage is new. Tradeamac also denies that it took Mr. Bassett's charging cord. It asks that the claims be dismissed.
4. Mr. Bassett represents himself. Tradeamac is represented by SH, an owner or employee.

JURISDICTION AND PROCEDURE

5. 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)*. 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. The CRT 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 CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

8. 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 tribunal considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Did Tradeamac sell Mr. Bassett a faulty laptop and, if so, what is the appropriate remedy?
 - b. Did Tradeamac keep Mr. Bassett's charging cord and, if so, what is the appropriate remedy?

EVIDENCE AND ANALYSIS

10. In a civil claim, such as this one, Mr. Bassett must prove his claim on a balance of probabilities. Although I have reviewed all the parties' submissions and evidence, I refer only to that which explains and gives context to my decision.
11. It is undisputed that Mr. Bassett purchased a laptop from Tradeamac on March 7, 2020.
12. I find Tradeamac is a store, and not a private seller, based on March 2020 emails between Tradeamac and Mr. Bassett, provided in evidence by Tradeamac. Because Tradeamac is in the business of selling refurbished computers, section 18 of the *Sale of Goods Act* (SGA) applies. It states that the goods must be reasonably fit for their express or implied purpose, that they are of merchantable quality, and that they will be durable for a reasonable period of time, with normal use.
13. Mr. Bassett says that the laptop stopped working in the morning of March 9, 2020. He says he took the computer to an Apple service technician (JV) at a different store, who discovered the laptop had water, or liquid, damage inside. Mr. Bassett

and Tradeamac both provided photos of the laptop with marks on the inside components, which the parties agree show water damage.

14. The parties agree that Mr. Bassett returned the computer to Tradeamac for an inspection and requested a refund. Based on Tradeamac's emails I find this was around March 14, 2020 and that Tradeamac took photos of the laptop at that time. The parties agree that Tradeamac denied Mr. Bassett's request for a refund and returned the laptop to Mr. Bassett after inspecting it.
15. Mr. Bassett says the laptop was damaged before he purchased it. He provided a March 15, 2020 email from JV which contained a screenshot of Apple's service system. The serial number on the screenshot, and the serial number on Mr. Bassett's laptop, are the same. The screenshot shows that another service technician found water damage to the laptop's main logic board, top case, and TCON board on June 24, 2019 and that the previous owner declined the recommended repairs.
16. Tradeamac does not deny the laptop had prior water damage, but says its technician repaired and tested the laptop before selling it to Mr. Bassett. Tradeamac also says the water marks it saw on March 14, 2020 were from new water damage, after it sold the computer to Trademac. Tradeamac says its technician had not previously seen those particular water marks. Tradeamac says it always cleans water marks from computers before selling them which it says is a simple and quick process. Tradeamac did not provide any supporting evidence such as a statement from its technician about cleaning or repairing the laptop prior to selling it to Mr. Bassett, or about whether the water marks the technician saw on March 14, 2020 were new or old.
17. Mr. Bassett says he did not have water anywhere near his laptop and that the water damage is old. He provided a May 14, 2020 incident report from JV stating that, when he inspected the computer, it would not turn on due to the liquid damage. JV said the laptop's main logic board, top case and TCON board showed extensive liquid damage. JV clarified that the June 24, 2019 Apple entry showed liquid

damage to the same parts. I find the laptop had water damage to the same internal parts in March 2020 as it had on June 28, 2019.

18. On balance, I do not accept it likely that the water damage found in March 2020 occurred in the few days that Mr. Bassett owned the laptop. I find it more likely that the water damage found in March 2020 pre-existed Mr. Bassett's purchase of the laptop.
19. It is not disputed that the laptop turned on, and was functioning, when Tradeamac sold it to Mr. Bassett. However, I find the laptop was internally damaged before it was sold by Tradeamac and that damage caused the computer to stop working after it was sold. I find, because it had water damage, the laptop was not reasonably fit for its intended purpose. I further find the laptop was not durable for a reasonable period of time in its normal use, as it worked for only 2 days. For these reasons I find Tradeamac breached the implied warranty set out in section 18 of the SGA.
20. Tradeamac argues that its 100-day refund or exchange policy is void as the policy does not cover physical or liquid damage and that Mr. Bassett removed or tampered with the laptop's warranty sticker. I find nothing turns on the store's refund or exchange policy, given my findings about the pre-existing water damage and Tradeamac's breach of warranty stated above.
21. In considering an appropriate remedy I am mindful that damages for breaches of contract are intended to put the innocent party in the same position as if the contract had been performed (*Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319). The May 14, 2020 incident report estimates a cost of \$1,847.70 to fix the laptop. The March 7, 2019 invoice says the laptop cost \$1,680, although I note Mr. Bassett asks for a refund of \$1,690. I find it more appropriate to order Tradeamac to refund Mr. Bassett the purchase price of \$1,680 than to pay a higher price to repair the laptop.
22. Mr. Bassett also claims \$70 for his charging cord which he says Tradeamac failed to return to him after the March 14, 2020 laptop inspection. Tradeamac says it

never had Mr. Bassett's charging cord. It has a company policy not to take customers' charging cords during laptop inspections, for this very reason.

23. Mr. Bassett did not explain when or how he delivered his laptop to Tradeamac for the inspection or provide any details about whether he gave Tradeamac the cord with the laptop. In this situation it is up to Mr. Bassett to provide evidence to break the evidentiary tie, as he is the applicant. I find that he has failed to prove this claim and I dismiss his \$70 claim for the cost of the charging cord.
24. The *Court Order Interest Act* applies to the CRT. Mr. Bassett is entitled to pre-judgment interest on \$1,680 from March 14, 2020, when Tradeamac refused to provide a refund, to the date of this decision. This equals \$10.22.
25. Under section 49 of the CRTA and tribunal rules, the CRT will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As Mr. Bassett was substantially successful in this dispute, I see no reason not to follow that general rule. I find Mr. Bassett is entitled to reimbursement of \$125 in CRT fees.

ORDERS

26. Within 30 days of the date of this order, I order the Tradeamac to pay the Mr. Bassett a total of \$1,815.22, broken down as follows:
 - a. \$1,680 as reimbursement for the cost of the laptop,
 - b. \$10.22 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.
27. Mr. Bassett is entitled to post-judgment interest, as applicable.
28. Under section 48 of the CRTA, the CRT will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The

time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision. The Minister of Public Safety and Solicitor General has issued a Ministerial Order under the *Emergency Program Act*, which says that tribunals may waive, extend or suspend a mandatory time period. The CRT can only waive, suspend or extend mandatory time periods during the declaration of a state of emergency. After the state of emergency ends, the CRT will not have this ability. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.

29. 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. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Sherelle Goodwin, Tribunal Member