



Civil Resolution Tribunal

Date Issued: September 27, 2021

File: SC-2021-001255

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hosseini v. Wheaton Chevrolet Buick Cadillac GMC Ltd.*,
2021 BCCRT 1037

B E T W E E N :

ABDULHOSSEIN HOSSEINI

APPLICANT

A N D :

WHEATON CHEVROLET BUICK CADILLAC GMC LTD., YASH BEIGI,
NIC GLOVER, and DAVE WHEATON

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a car sale. The applicant, Abdulhossein Hosseini, says he purchased a new Chevrolet Equinox from the respondent, Wheaton Chevrolet Buick Cadillac GMC Ltd. (Wheaton). Mr. Hosseini says the respondent Wheaton

employees, Yash Beigi and Nic Glover, misled him about the trade-in value of his Ford Escape during the sale. Mr. Hosseini emailed the respondent principal of Wheaton, Dave Wheaton, but he refused to provide any compensation. Mr. Hosseini seeks \$1,680 as compensation from all the respondents.

2. The respondents disagree. They say Mr. Hosseini received the trade-in value that he agreed to in a signed vehicle purchase agreement.
3. Mr. Hosseini represents himself. Mr. Glover represents the respondents.
4. For the reasons that follow, I dismiss Mr. Hosseini's claims.

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). 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, they said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38,

the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

7. Section 42 of the CRTA says 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 CRT considers appropriate.

ISSUE

9. The issue in this dispute is whether the respondents breached any contract term about, or misrepresented the trade-in allowance of, Mr. Hosseini's Ford Explorer.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicant Mr. Hosseini must prove his claims on a balance of probabilities. I have read all the parties' submissions but refer only to the evidence and arguments that I find relevant to provide context for my decision.
11. I begin with the undisputed facts. Mr. Hosseini called the Wheaton car dealership on January 14, 2021 to discuss trading in his Ford Explorer as part of a vehicle purchase. Mr. Hosseini visited the dealership the next day. He purchased a new Chevrolet Equinox from Wheaton under the terms of a signed January 15, 2021 purchase agreement. The purchase agreement said Wheaton agreed to provide a trade-in allowance of \$11,000 for the Ford Explorer.

Did the respondents breach any contract term about, or misrepresent the trade-in allowance of, Mr. Hosseini's Ford Explorer?

12. Mr. Hosseini did not provide a legal basis for his claims. However, he alleged that Mr. Beigi “promised” him \$12,500 as the trade-in allowance for his Ford Escape. He also says Mr. Beigi and Mr. Glover misled him about this. So, I have considered whether the respondents breached any oral agreement or misrepresented the trade-in allowance.
13. The basic principles of the formation and interpretation of contracts are laid out in *Shaw Production Way Holdings Inc. v. Sunvault Energy, Inc.*, 2018 BCSC 926 at paragraphs 138 to 152. That case says that the individual understandings or beliefs of the parties about the terms of a contract are irrelevant. Instead, what matters is whether a reasonable person in any of the parties’ situation would have believed and understood that the other party was consenting to identical terms.
14. As noted above, the written purchase agreement stated Mr. Hosseini received a trade-in allowance of \$11,000 for his Ford Escape. The allowance was printed in what I find was a prominent area of the contract. It was not “fine print”. The agreement also said, “No other promises or terms have been made to me that are not part of this contract.” Mr. Hosseini initialed the area next to it. Given this, I find a reasonable person in the parties’ situation would conclude that the parties agreed to a trade-in allowance of \$11,000.
15. Mr. Hosseini says Mr. Beigi and Mr. Glover made promises or representations that the trade-in value of his vehicle would be \$12,500. I find these submissions unproven and unlikely given that they directly contradict the terms of the written contract. Further, Mr. Hosseini only provided a statement from his wife, NH, as evidence. NH says she was not present for the sale and never met or spoke to any of the respondents. So, I put no weight on her evidence.
16. I note that the respondents provided a separate worksheet that said the trade-in allowance was equal to \$12,320 with tax. To whatever extent the respondents rereferred to this figure, I find it was not a misrepresentation. The agreement shows

Wheaton applied the \$11,000 trade-in allowance before calculating GST and PST payable on the sale. Given this, I find the trade-in allowance could be fairly characterized as \$12,320 when considering tax saved.

17. In summary, I find the respondents did not breach the parties' contract. I dismiss Mr. Hosseini's claims.
18. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule.
19. The respondents did not pay any CRT fees or claim any dispute-related expenses, so I do not order any. I dismiss Mr. Hosseini's claims for reimbursement.

ORDER

20. I dismiss Mr. Hosseini's claims and this dispute.

David Jiang, Tribunal Member