



Civil Resolution Tribunal

Date Issued: November 2, 2021

File: SC-2020-009680

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Coreas v. J.R. Furniture Place Ltd.*, 2021 BCCRT 1159

B E T W E E N :

VERONICA COREAS and MARIA CARDONA

APPLICANTS

A N D :

J.R. FURNITURE PLACE LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about 2 sofas the applicant Maria Cardona bought from the respondent J.R. Furniture Place Ltd. (JRF). Ms. Cardona says she bought new sofas but JRF delivered display-models that were damaged.

2. Ms. Cardona claims \$1,600 as a refund of the sofas' purchase price. She also claims \$68.99 for renting a van to return the sofas to JRF plus \$256 in alleged lost income.
3. The applicant Veronica Coreas acted as a liaison for Ms. Cardona in dealing with JRF. Ms. Coreas claims \$500 for counselling, delivering documents, and acting as a "peace keeper".
4. JRF says Ms. Cardona chose to buy the sofas that it delivered. JRF says when Ms. Cardona advised it of her concerns, it advised that it would send a technician to assess the issues but Ms. Cardona refused access. Ms. Cardona later returned the sofas to JRF without notice. JRF denies the applicants' claims.
5. Ms. Coreas represents the applicants. JRF is represented by an employee or principal.

JURISDICTION AND PROCEDURE

6. 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.
7. CRTA section 39 says the CRT has discretion to decide the format of the hearing, 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 I can fairly hear this dispute based on the submitted evidence and through written submissions.
8. Under CRTA section 42, 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.

9. Where permitted CRTA section 118, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.
10. Late in this proceeding, the applicants sought to add an additional claim, which they included in their final reply submission. They expressly chose not to file a separate CRT claim. The basis for the additional claim is not clear, as they claim “equal compensation of the same value of the sofas \$1,600”. Yet, the applicants’ dispute as originally filed included a \$1,600 claim “for the price of sofas”. While the CRT’s mandate includes flexibility, it also includes efficiency. I find it would be inappropriate at this late stage to consider an additional separate claim by the applicants, to the extent this is what the reply submission included. That would require delaying the dispute to give JRF additional time to respond, which I find would be unreasonable at this late stage. I will only address the claims as set out in the Dispute Notice, namely the \$1,600 for the sofas’ price, \$256 for Ms. Cardona’s alleged lost income, \$68.99 for a van to transport the sofas, and \$500 for Ms. Coreas’ time.

ISSUES

11. The issues are:
 - a. Whether JRF failed to deliver sofas as agreed under the parties’ furniture contract, and if not, whether Ms. Cardona is entitled to a \$1,600 refund for the sofas’ purchase price.
 - b. Whether Ms. Cardona is entitled to \$68.99 for a van rental to return the sofas or \$256 for her alleged lost income.
 - c. Whether there is any legal basis for Ms. Coreas’ \$500 claim for acting as a counsellor to Ms. Cardona, delivery documents, and being a “peace keeper”.

EVIDENCE AND ANALYSIS

12. In a civil claim like this one, the applicants have the burden of proving their claims, on a balance of probabilities (meaning “more likely than not”). I have only referenced below what I find is necessary to give context to my decision.
13. I turn first to the relevant evidence. JRF’s August 20, 2020 invoice described the 2 sofas (a sofa and a loveseat, model 99834, with what appears to be the word “black”) for \$1,600, which included an \$85 delivery charge. The invoice shows it had been paid, and that there were no exchanges or refunds and all sales were final. The invoice also said there would be a 20% restocking charge for all orders. Ms. Cardona signed the invoice and, based on the signature, someone else signed for the sofas’ delivery to Ms. Cardona’s home. I find Ms. Cardona accepted delivery of the sofas. I find this was the parties’ contract, which is not disputed.
14. After Ms. Cardona complained, JRF told her it would send a technician to investigate but Ms. Cardona undisputedly refused.

The \$1,600 refund claim

15. JRF’s evidence is that after Ms. Cardona refused the technician access, it then authorized an exchange of the sofa and loveseat, and that Ms. Cardona agreed. JRF says there was a delay due to pandemic-related supply chain delays. The undisputed evidence is that before the agreed exchange could take place, Ms. Cardona dropped off the 2 sofas at JRF without notice or its consent.
16. First, I find the evidence does not support a conclusion JRF delivered damaged sofas. At most, Ms. Cardona just says “dust was brown and thick”. The photos in evidence show a white substance sprinkled across the sofa’s surface. If it was dust, I find this is not damage as the sofa likely could have easily been wiped clean.
17. Second, to the extent the applicants argue it, I find no evidence to support a conclusion JRF delivered a different sofa than was purchased.

18. I find Ms. Cardona agreed that all sales were final, although I find this was subject to a refund for any proven breach of the *Sale of Goods Act* (SGA). The sofas were not sold “as is”. In particular, I find SGA section 18 includes implied warranties that a commercially sold sofa would be in merchantable or saleable condition, fit for its purpose, and be durable. However, I find Ms. Cardona unreasonably refused JRF’s technician access to inspect the sofas. In any event, I find it proven that the sofas’ condition breached any implied warranty under SGA section 18.
19. I also find JRF was not required to accept the sofas’ return in the absence of proven damage, which here I find is unproven. JRF’s agreement was to exchange the sold sofas for other sofas. I find there was no clear timeline for that exchange to happen and there is no evidence the roughly 2-month delay was unreasonable in the circumstances. JRF never agreed to a refund in exchange for the sofas’ return. Yet, Ms. Cardona unilaterally returned the 2 sofas and now demands a refund. I find JRF is not obliged to provide a refund in the above circumstances. I find Ms. Cardona chose to abandon the 2 sofas when she returned them to JRF without notice or agreement.
20. In short, I dismiss Ms. Cardona’s \$1,600 claim for a refund of the sofas’ purchase price. I make no order about the return of the 2 sofas’ in JRF’s possession as Ms. Cardona did not seek their return.

Ms. Cardona’s \$256 income loss claim and \$68.99 van rental claim

21. Ms. Cardona’s \$256 income loss claim appears to be based on the assertion that she was fired from a cleaning job because she had a phone call with the Better Business Bureau about JRF. I find no legal basis to hold JRF responsible for this claim, which in any event is unsupported by any evidence proving the claimed lost income.
22. Ms. Cardona separately appears to argue this income loss claim is based on her attempts to serve JRF with the Dispute Notice, and while she submitted a grainy video showing an apparent service attempt, I find that does not support any income

loss. Ms. Cardona also submitted evidence of health issues that she says were caused by the dispute with JRF. I find that claim unproven on the evidence she submitted and too remote to warrant compensation. In any event, there is no claim before me for personal injury damages, and the medical evidence Ms. Cardona submitted does not say she missed work because of the furniture dispute. I dismiss this \$256 claim.

23. As for the \$68.99 van rental claim, I dismiss this claim also. I found Ms. Cardona unreasonably returned the 2 sofas to JRF without any agreement, and I also found it unproven the sofas were damaged. While Ms. Cardona says JRF ignored all of her attempts to return the sofas, she did not prove she made those attempts. More importantly, I have found JRF was not bound to provide a refund for the 2 sofas. Rather, the parties' undisputed agreement was that JRF would offer an exchange.
24. Finally, Ms. Cardona appears to refer to JRF's representative allegedly breaching the *Business Practices and Consumer Protection Act* (BPCPA), either in terms of engaging in a deceptive practice or in the way JRF's representative allegedly responded to the attempted service of the Dispute Notice. In any event, the CRT has no jurisdiction to provide a remedy for any breach of the BPCPA, and so I decline to address this issue further.

Ms. Coreas' \$500 claim

25. There is no evidence or suggestion Ms. Coreas had any contract with JRF. Ms. Coreas' claim is essentially for providing Ms. Cardona with assistance, both in dealing with JRF before this dispute and in dealing with the CRT process.
26. I find there is no legal basis to hold JRF responsible directly to Ms. Coreas. Even if Ms. Cardona was making this \$500 claim as a claim for dispute-related expenses based on Ms. Coreas giving her assistance, I would dismiss the claim. I say this because the CRT's rules say payment for a representative's fees are limited to extraordinary cases. This is not an extraordinary case. Further, there is no evidence that Ms. Cardona paid Ms. Coreas anything. I dismiss this claim.

Fees and expenses

27. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. JRF was successful but did not pay fees or claim expenses. As the applicants were unsuccessful, I dismiss their claim for reimbursement of CRT fees and dispute-related expenses.

ORDER

28. I dismiss the applicants' claims and this dispute.

Shelley Lopez, Vice Chair