



Civil Resolution Tribunal

Date Issued: January 25, 2022

File: SC-2021-003856

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Kim v. Samsung Electronics Canada Inc.*, 2022 BCCRT 94

BETWEEN:

MYUNGJUN KIM

APPLICANT

AND:

SAMSUNG ELECTRONICS CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. The applicant Myungjun Kim bought a TV that was manufactured by the respondent Samsung Electronics Canada Inc. (Samsung). Mr. Kim says the TV stopped

working and that Samsung wasted his time investigating the issues. Mr. Kim claims a total of \$1,280: \$800 for the TV, \$280 for 1 day's lost wages when Samsung's technician attended his home, and \$200 as a refund of a 3-year extended warranty Mr. Kim says he bought.

2. Samsung says Mr. Kim bought the TV on an "as is" basis from The Brick in June 2020, which came with a 12-month Samsung warranty. Samsung says that when its technician inspected the TV on May 13, 2021, they determined the TV had physical damage that was not covered by Samsung's warranty. Samsung also denies providing Mr. Kim an extended warranty as claimed. Samsung says it owes nothing.
3. Mr. Kim is self-represented. Samsung is represented by a principal or employee.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.

7. Where permitted by 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.

ISSUES

8. The issues are a) whether Samsung ought to have repaired or replaced Mr. Kim's TV under a warranty and b) to what extent, if any, is Mr. Kim entitled to the claimed damages.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one, as the applicant Mr. Kim has the burden of proving his 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. I note Mr. Kim did not provide any reply submissions, despite being given the opportunity to do so.
10. Samsung submitted a copy of a June 5, 2020 receipt issued by The Brick for \$809.76. It is undisputed this was for Mr. Kim's purchase of the TV. The receipt clearly shows the TV was sold on an "as is" basis with no refunds or exchanges.
11. Neither party submitted a copy of a warranty. However, I accept Samsung's evidence that it provided a 12-month warranty that was part of the TV's purchase price, as this is consistent with The Brick's receipt that says, "factory warranties do apply" and refers to a back-page that is not in evidence. While Mr. Kim says he bought a 3-year extended warranty, he provided no evidence of this. I find Samsung did not provide a 3-year warranty, though nothing turns on this given my conclusion below about the TV's damage. As discussed further below, the material point is that Mr. Kim has not proven he is entitled to any warranty coverage for his TV's damage.
12. The parties agree Samsung's technician attended Mr. Kim's home on May 13, 2021 to inspect the TV that Mr. Kim had reported was not working. Samsung submitted a

photo of the TV that its technician took on that date, and it shows a cracked screen with lines across the image. Samsung also submitted an email from its technician that confirmed the TV's broken screen was not covered by the Samsung warranty. I find Mr. Kim has not proven the Samsung 12-month warranty covered the TV's damage, particularly given the undisputed evidence about the broken screen.

13. As noted above, Mr. Kim says Samsung wasted his time when it attended his home. I find Mr. Kim has not proven Samsung breached its warranty agreement or was negligent when it inspected the TV at Mr. Kim's request. In any event, Mr. Kim did not submit any evidence to support his lost wages claim. I dismiss Mr. Kim's claims.
14. 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. As Mr. Kim was unsuccessful, I dismiss his claim for reimbursement of CRT fees. Samsung did not pay CRT fees and no dispute-related expenses were claimed.

ORDER

15. I dismiss Mr. Kim's claims and this dispute.

Shelley Lopez, Vice Chair