



Civil Resolution Tribunal

Date of Original Decision: May 10, 2022

Date of Amended Decision: May 24, 2022

File: SC-2021-005131

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Maigue v. Singh*, 2022 BCCRT 558

B E T W E E N :

IRISH ANNE MAIGUE and KA HO CHAN

APPLICANTS

A N D :

HARNIDHAN SINGH and RAMEET KAUR

RESPONDENTS

AMENDED REASONS FOR DECISION

Tribunal Member:

Leah Volkens

INTRODUCTION

1. This dispute is about a house purchase. The applicants, Irish Anne Maigue and Ka Ho Chan, purchased a house from the respondents, Harnidhan Singh and Rameet Kaur. The applicants say when they took possession of the home, the fridge and

stove were not working. The applicants claim \$4,072.80 for the costs of repairing and replacing the broken appliances.

2. The respondents say the appliances were in good working condition on the possession date, and they are not responsible to pay for any of the applicants' claimed costs.
3. The parties are self-represented.

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). 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.
5. 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. 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 in the interests of justice.
6. 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.
7. 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

8. The issue in this dispute is whether the respondents are responsible for the cost of repairing and replacing the appliances.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities (meaning “more likely than not”). I have reviewed the parties’ evidence and submissions but refer only to what I find is necessary to provide context for my decision.
10. The parties’ contract of purchase and sale for the home is not in evidence. However, I find the parties do not dispute that the respondents warranted that the appliances included in the home purchase would be good working condition on the possession date. The parties all rely on and refer this warranty. The respondents also submitted a text message in evidence that sets out the warranty. I infer the text message was from the respondents’ real estate agent. It includes a screen shot of an email I infer was sent from the applicants’ real estate agent, Trystan King, to the respondents’ real estate agent, Navrinder Dhaliwal, reproducing the warranty. Given this, I find the parties’ contract included a warranty that the appliances would be in good working condition on the possession date.
11. The applicants say they took possession of the home on June 5, 2021. The respondents do not dispute this, and so I accept it. The applicants say when they took possession of the home, the fridge and stove were not working properly.
12. As noted, the respondents dispute this and say the appliances were in good working condition on the possession date. They also say the parties’ contract of purchase and sale included a condition that the applicants would personally inspect and verify all appliances were working in the presence of their realtor. The respondents say the applicants walked around the home with their realtor on the possession date and did not identify any broken appliances. The respondents say the applicants did not

identify any issues with the appliances until after the possession date, so the applicants are responsible for any repairs or replacement costs. However, the respondents did not provide the contract of purchase and sale in evidence, or evidence from their realtor to confirm these allegations. So, I find the alleged term unproven.

13. The applicants texted their real estate agent, Trystan King, and advised them water was pooling in the fridge on June 5, 2021 and again on June 6, 2021. Trystan King then had the fridge and stove inspected. A June 9, 2021 email from an appliance repair technician, Han Bin Kim, to Trystan King identified problems with the fridge and stove, and indicated that they repaired the fridge. Han Bin Kim also provided a June 8, 2021 fridge repair invoice for \$456.25.
14. The applicants also provided a September 26, 2021 expert report from Han Bin Kim. I find the report complies with the CRT rules for expert evidence. Han Bin Kim inspected the stove and fridge and said they were not “fully working” due to failed components. They said the stove’s “hot light” would not turn off at cooled temperatures, and an element would not turn on due to failed switches. They said the fridge’s heater and defrost thermostat did not work properly and caused the fridge to build up with ice which would then cause the fan to stop circulating air inside the fridge. They also said they inspected the fridge three times, and advised the applicants that aftermarket additions were required but the problem may still come back again.
15. I find the stove and the fridge were likely not in good working condition on June 5, 2021. I rely on the fact that the applicants reported the fridge problem to their real estate agent on June 5, 2021 and the fact that the fridge and stove were inspected shortly after the possession date. I also rely on the June 9, 2021 email from Han Bin Kim and their expert report, because both confirm the fridge and stove were not working properly.
16. I find the warranty that all appliances would be in good working condition applied to the stove and the fridge. It does not matter whether the respondents knew whether

the fridge and stove were not in good working condition. I find the respondents breached the parties' contract because the fridge and stove were not in good working condition on the possession date.

17. The applicants claim \$1,226.40 to replace the stove, \$500 for the cost to repair the fridge, and \$2,346.40 to replace the fridge.
18. The applicants submitted a June 18, 2021 order form for the stove (\$1,095) and another item (\$199) and a receipt dated the same day. The order form totals \$1,452.10 and the receipt totals \$1,526.05, which I find includes other items the applicants do not seek reimbursement for. The applicants only claimed \$1,226.40 for the stove (\$1,095 plus tax) in their application for dispute resolution. I find the applicants are entitled to \$1,226.40 for the replacement stove.
19. The applicants submitted a June 8, 2021 invoice that indicates the initial fridge repair was invoiced to Trystan King, and totaled \$456.25. The evidence indicates that Trystan King covered this initial fridge repair cost for the applicants. The applicants did not address this in their submissions. The applicants did not say that they plan to repay Trystan King, and Trystan King is not a party to this dispute. Given this, I find the applicants are not entitled to payment of the claimed fridge repair cost from the respondents and I make no order for the claimed \$500 or any other amount.
20. The applicants also submitted an October 15, 2021 order form and an August 8, 2021 receipt for fridge (\$2,357.06). The applicant did not explain the date discrepancy between the order form and the receipt. However, based on the receipt, I accept the applicants paid \$2,357.06 for the fridge on August 8, 2021. The applicants say the fridge broke a second time on June 30, 2021, and at that time they were advised that even with aftermarket parts there was a high chance of the problem reoccurring. This is consistent with Han Bin Kim's report. Given this, I accept that the applicants replaced the fridge to remedy the problem that was initially identified at the time of possession and unsuccessfully repaired. I find the applicants are entitled to \$2,357.06 for the replacement fridge.

21. In total, I find the applicants are entitled to reimbursement of \$3,583.46 for the costs of replacing the fridge and stove.
22. The *Court Order Interest Act* applies to the CRT. The applicants are entitled to pre-judgment interest on the \$3,583.46 from August 8, 2021, the date they paid for the fridge, which I find is reasonable in the circumstances, to the date of this decision. This equals \$12.16.
23. 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. I find the applicants are entitled to reimbursement of \$175 in CRT fees. The applicants did not claim any dispute-related expenses so I award none.

ORDERS

24. Within 30 days of the date of this order, I order the respondents to pay the applicants a total of \$3,770.62, broken down as follows:
 - a. \$3,583.46 in damages as reimbursement for the stove and fridge,
 - b. \$12.16 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175 in CRT fees.
25. The applicants are entitled to post-judgment interest, as applicable.
26. 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.

27. 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.

Leah Volkens, Tribunal Member

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ⁱ Amendment Notes: The style of cause and paragraph 1 of the decision were amended to correct an inadvertent error in an applicant's name under the authority of section 64 of the CRTA.