



Civil Resolution Tribunal

Date Issued: August 4, 2022

File: SC-2021-007448

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. 0965658 BC Ltd. dba Aldergrove Furniture Warehouse,*
2022 BCCRT 886

B E T W E E N :

JASMEET SINGH

APPLICANT

A N D :

0965658 B.C. LTD. doing business as ALDERGROVE FURNITURE
WAREHOUSE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about undelivered bedroom furniture. The applicant, Jasmeet Singh, says he ordered various furniture from the respondent, 0965658 BC Ltd. dba Aldergrove Furniture Warehouse (AFW). Mr. Singh says AFW failed to deliver his

custom bedroom set and seeks a refund of \$2,598 for the furniture and a delivery and setup fee.

2. AFW admits it did not deliver the furniture, but says Mr. Singh filed a complaint with his credit card provider and has already been reimbursed the full amount.
3. Mr. Singh represents himself. AFW is represented by an employee or principal.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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 Mr. Singh is entitled to a refund of \$2,598 for undelivered bedroom furniture.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Singh must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. In June 2021, Mr. Singh bought several pieces of furniture from AFW, including a custom bedroom set (the subject of this dispute), a dining table with 6 chairs, and a coffee table. The total was \$6,043.52, and included a \$200 “delivery and setup” fee. The bedroom set total was \$2,498, plus tax. None of this disputed.
11. Mr. Singh says AFW contacted him and told him the colour he chose for the fabric headboard was not available, and asked him to pick a new one. Mr. Singh decided he did not want the bedroom set anymore and asked for a refund. It is undisputed no bedroom furniture was ever delivered to Mr. Singh. In this dispute, Mr. Singh seeks a refund of \$2,498 for the undelivered bedroom furniture, plus \$100 as a refund for half the delivery and setup fee.
12. Mr. Singh undisputedly filed a chargeback claim with his credit card company for the undelivered bedroom furniture. AFW says Mr. Singh has already been reimbursed through the chargeback process, and the amount claimed has been deducted from AFW’s merchant account and paid to Mr. Singh. Mr. Singh does not deny he was refunded this amount by his bank, but now says that refund is because one of his dining chairs was defective.
13. The problem for Mr. Singh is that he provided no evidence of any issue with the delivered furniture. Given he acknowledges receiving the claimed chargeback funds in full, I find the reimbursement was for the undelivered bedroom furniture, not the

allegedly damaged dining chair. So, I find Mr. Singh is not entitled to any further refund in this dispute, as that would amount to double recovery. I dismiss Mr. Singh's claims.

14. I note the parties made some arguments about a piece of display furniture AFW alleges Mr. Singh's child damaged. AFW did not make a counterclaim or submit any evidence of the damage, such as photos. I make no findings about the allegedly damaged display furniture.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Mr. Singh was not successful, so he is not entitled to reimbursement of tribunal fees. AFW is entitled to reimbursement of the \$50 it paid in tribunal fees.
16. AFW claimed \$1,200 in dispute-related expenses for "additional expenses" but did not explain this claim or provide any evidence in support. So, I dismiss it.

ORDERS

17. Within 30 days of the date of this decision, I order the applicant, Jasmeet Singh, to pay the respondent, 0965658 BC Ltd. dba Aldergrove Furniture Warehouse (AFW), a total of \$50 as reimbursement for tribunal fees.
18. AFW is entitled to post-judgment interest, as applicable under the *Court Order Interest Act*.
19. Both parties' remaining claims are dismissed.

20. 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. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair