



# Civil Resolution Tribunal

Date Issued: March 15, 2023

File: SC-2022-004462

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Yaletown Interiors (Richmond) Ltd. v. Goel*, 2023 BCCRT 216

B E T W E E N :

YALETOWN INTERIORS (RICHMOND) LTD.

**APPLICANT**

A N D :

SANTOSH GOEL

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This dispute is about purchased beds. The respondent, Santosh Goel, purchased 2 beds from the applicant, Yaletown Interiors (Richmond) Ltd. (Yaletown). Yaletown says it delivered beds with a storage drawer feature by mistake, and says Ms. Goel only paid for beds without storage. Yaletown says Ms. Goel refused to exchange the delivered beds for the non-storage type and refused to pay extra for the allegedly

more expensive storage beds. Yaletown claims \$2,181.76 for the delivered beds' alleged price difference and an extra delivery charge.

2. Ms. Goel says the correct type of beds were delivered and paid for, and there was no extra delivery, so she owes nothing.
3. Yaletown is represented by an authorized employee or principal. Ms. Goel is represented by her husband, PG.

## **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 Ms. Goel ordered a different bed type than Yaletown delivered. If so, does she owe Yaletown an additional \$2,181.76 for the retained beds and an extra delivery charge?

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Yaletown must prove its claims on a balance of probabilities, meaning “more likely than not.” 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.
10. The undisputed evidence is that Ms. Goel viewed beds in Yaletown’s showroom. One displayed bed model had a storage drawer feature. Ms. Goel ordered and paid for 2 beds of that model, although the parties disagree about whether Ms. Goel purchased the version on display that included storage, or a different version not on display that did not include storage. Yaletown delivered storage beds to Ms. Goel’s home and assembled them there on June 17, 2022. The Yaletown delivery persons had difficulty attaching the headboard to the rest of the bed. After conferring with someone at the Yaletown store, the Yaletown delivery persons altered the bed pieces to fit and screwed them together. At the delivery persons’ request, Ms. Goel confirmed to them that the delivered beds were complete and acceptable.
11. Ms. Goel says after delivery, Yaletown agreed to replace mismatched bed knobs. In a written statement, her husband, PG, said that when Yaletown personnel returned to replace the knobs a few days later, they asked to exchange the delivered beds’ storage drawers for non-storage bed rails and slats. PG refused. Ms. Goel says she purchased and paid for the delivered beds, with the storage feature, as shown to her in Yaletown’s showroom.
12. In contrast, Yaletown says the bed Ms. Goel viewed in the showroom could be ordered either with or without the storage drawer feature. Yaletown alleges that Ms.

Goel selected and paid for the bed version without the storage feature, which it says was cheaper but was not on display. Specifically, a Yaletown salesperson, JW, says Ms. Goel selected the non-storage beds after JW explained the different models and alleged price difference. Ms. Goel denies this. Further, Yaletown says that it mistakenly delivered and assembled the wrong beds, which had the storage feature. Again, Ms. Goel denies that the wrong version of bed was delivered.

13. I find internal Yaletown documents in evidence, as well as the written statement of the employee who loaded the beds, SD, show that Yaletown intended to deliver beds without storage but actually delivered beds with storage. However, Ms. Goel denies seeing any of those internal documents, and I find the evidence does not demonstrate that she saw them or knew about Yaletown's internal bed delivery intentions.
14. I find the only submitted Yaletown document that Ms. Goel saw before the bed delivery was the original invoice, which Yaletown does not deny. That invoice listed, among other purchases, 2 "twin beds" with model numbers. The invoice does not say whether those beds had a storage feature or not. Ms. Goel undisputedly paid that invoice.
15. JW and Ms. Goel disagree about what type of bed would be provided for the purchase price. JW submitted her handwritten notes about bed pricing options. The notes contain several different prices, and I find it is not clear which prices might apply to beds with or without a storage feature. In any event, I find nothing before me shows that Ms. Goel saw those notes. Overall, I find neither JW's nor Ms. Goel's version of events at the showroom is more reliable than the other. Further, I find none of the other evidence shows that Ms. Goel selected a non-storage version of the bed on display. In particular, I find that Yaletown's internal paperwork and assumptions about what kind of bed it would deliver are not sufficient to prove that the parties agreed to beds without storage drawers.
16. I find Yaletown has not met its burden of showing the parties agreed non-storage beds would be provided for the paid purchase price. So, I find the evidence does not show that Yaletown provided a different type of bed to Ms. Goel than the parties

agreed on at the showroom. I find that Yaletown's internal miscommunication or misunderstanding about what type of bed it actually sold to Ms. Goel does not obligate Ms. Goel to pay a different price than she initially agreed. I also find Yaletown has not submitted sufficiently reliable pricing evidence to prove the alleged price difference in any event.

17. Although not directly argued, I also considered whether Ms. Goel might be liable for an additional bed amount under the law of mistake or the law of unjust enrichment, as follows.
18. First, Yaletown says it mistakenly delivered the "wrong" bed type. I found above that Yaletown delivered the correct storage-type beds, but internally believed they had sold non-storage beds, which was a mistake. I find this was a unilateral mistake because only Yaletown was mistaken, and not Ms. Goel (see *Royal Bank of Canada v. G.S. Continuous Gutters Inc.*, 2022 BCSC 366 at paragraph 129). One may only recover an amount for a unilateral mistake if the other party knew about the mistake, remained silent about it, and "snapped" at the offer (see *256593 B.C. Ltd. v. 456795 B.C. Ltd.*, 1999 BCCA 0137). I find the submitted evidence does not show Ms. Goel knew, or ought to have known, that Yaletown thought it was selling her non-storage beds. So, I find Yaletown is not entitled to an additional payment under the law of mistake.
19. Turning to unjust enrichment, Yaletown suggests it was not fair for Ms. Goel to keep beds that were allegedly worth more than she paid. The law of unjust enrichment requires an applicant to prove that the respondent was enriched, the applicant suffered a corresponding deprivation, and there was no juristic or valid reason for the enrichment at the other's expense (see *Nouhi v. Pourtaghi*, 2022 BCSC 807 at paragraph 283).
20. First, I find the submitted evidence is not sufficient to prove that the purchased beds were worth more than their purchase price, especially given the lack of reliable pricing information before me. So, I find there was no proven enrichment or corresponding deprivation. Second, there is a valid, juristic reason for any enrichment, namely the

bed purchase contract between the parties. So, I find Yaletown is not entitled to compensation under the law of unjust enrichment.

21. I dismiss Yaletown's claim for an additional amount for the purchased beds and an extra delivery fee.

### ***CRT Fees and Expenses***

22. Under section 49 of the CRTA, and the 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. Yaletown was unsuccessful in this dispute, and Ms. Goel paid no CRT fees. Neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

### **ORDER**

23. I dismiss Yaletown's claim, and this dispute.

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Chad McCarthy, Tribunal Member