



Civil Resolution Tribunal

Date Issued: April 27, 2023

File: SC-2022-003929

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wright v. K.H.*, 2023 BCCRT 348

B E T W E E N :

TERRI CORI WRIGHT and COLT DOUGLAS MCMYN

APPLICANTS

A N D :

M.H. as Litigation Guardian of K.H., minor

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about a fridge that was part of a \$5,500 sale of a tent trailer. The applicants, Terri Cori Wright and Colt Douglas McMyn, bought the tent trailer from

the respondent KH. KH is a minor and so is participating in this proceeding through his litigation guardian, MH. MH is not himself a party to this proceeding. Ms. Wright represents the applicants.

2. The applicants say the included fridge was broken, which KH says he was not aware of when he sold the tent trailer. KH says the fridge had been working before winter storage and when the applicants opened it at the time of viewing for the sale, there was no indication it was broken.
3. The applicants claim \$300 for the fridge's \$500 replacement, which takes into account the respondent's \$200 goodwill payment. KH denies liability and asks that I dismiss the claim.
4. Because KH is a minor, in the published version of this decision I have anonymized his and MH's names to protect KH's identity.

JURISDICTION AND PROCEDURE

5. 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). CRTA section 2 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.
6. 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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
7. CRTA section 42 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.

8. 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.
9. As noted above, KH is a minor and participating in this dispute through his litigation guardian, MH. As also noted, MH is not personally a party to this proceeding. I address below the applicants' ability to enforce the trailer's sale contract against KH, given KH is a minor.
10. Finally, I note KH submitted an email thread between the parties that references settlement discussions around the time the applicants submitted their application to the CRT. I have not relied on these settlement discussions in reaching my decision below.

ISSUE

11. The issue in this dispute is whether KH owes the applicants \$300 for the tent trailer's fridge replacement.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the applicants must prove their claim on a balance of probabilities (meaning "more likely than not"). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context.
13. The parties agree that the applicants paid the respondent KH \$5,500 for the tent trailer. As noted above, the applicants say the included fridge was broken and they seek \$300 in compensation for its replacement.
14. The age of majority in British Columbia is 19. Because KH was a minor at the time the tent trailer was sold, under the *Infants Act* he did not have the legal capacity to

enter into a contract in British Columbia. Section 19 of the *Infants Act* says that contracts made by minors are not enforceable against them unless certain exceptions apply, including whether the minor affirmed the contract after reaching age 19 or did not repudiate it within a year of reaching age 19. I find none of the exceptions apply and note that KH is not yet 19. So, on this basis alone I dismiss the applicants' claim.

15. Even if KH were an adult now or had been an adult at the time the contract was made, I would have dismissed the applicants' claim. This is because they submitted no evidence proving the fridge was broken or that KH was aware of that at the time of sale. The fact that MH made a "good faith" \$200 payment based on the applicants' texted complaints about the fridge does not prove the fridge was broken. Further, the applicants also submitted no evidence of the cost of its replacement. Next, based on the parties' text messages, I find that Mr. McMyn was the trailer's purchaser and he agreed to accept MH's \$200 payment as resolution of the applicants' complaints about the fridge. The applicants undisputedly retained the \$200. Contrary to Ms. Wright's submission, the fact that the applicants later became aware of a potential greater claim does not mean that the \$200 settlement was not a final resolution. Given all the above, I dismiss the applicants' claim. In these circumstances, I find I do not need to address the applicants' arguments about alleged misrepresentation or the fridge's durability under the *Sale of Goods Act*.

16. 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. The applicants were unsuccessful so I find they are not entitled to reimbursement of paid CRT fees. KH did not pay CRT fees. While the respondent mentioned in their submissions they had expenses, he did not make a claim for them nor he provide any evidence in support of any expenses. So, I make no order for expenses.

ORDER

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

Shelley Lopez, Vice Chair