



Civil Resolution Tribunal

Date Issued: May 15, 2023

File: SC-2022-006170

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Grewal v. Hall*, 2023 BCCRT 396

B E T W E E N :

ARSHDEEP GREWAL

APPLICANT

A N D :

APRIL HALL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about the sale of a puppy. The applicant, Arshdeep Grewal, bought the puppy from the respondent, April Hall. Shortly after the purchase, the puppy

unfortunately was euthanized. Mr. Grewal says Mrs. Hall breached the parties' contract by selling him a sick puppy. Mr. Grewal claims a total of \$3,429.45, for a \$1,200 refund of the puppy's purchase price and \$2,229.45 in veterinarian and related expenses.

2. Mrs. Hall says the puppy was "of good weight and health" when she sold it. She says Mr. Grewal refused to permit her to speak to the puppy's veterinarian and says the puppy's death appears to have been due to the Parvo virus, which she says he likely contracted at the vet or somewhere Mr. Grewal took him. Mrs. Hall says she owes nothing.
3. The parties are each 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). 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.
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. As the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
6. 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.

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 Mrs. Hall sold Mr. Grewal a sick puppy, and if so whether that was a breach of contract requiring her to refund Mr. Grewal and pay the claimed veterinarian expenses.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant Mr. Grewal must prove his 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. I note Mrs. Hall, who does business as Moon Lake Labradors, submitted no documentary evidence, despite having the opportunity to do so. Mr. Grewal chose not to provide any final reply submissions, despite having the opportunity to do so.
10. The parties’ August 19, 2022 contract for the puppy’s sale shows the puppy was born on June 13, 2022. In the contract, Mrs. Hall agreed that the puppy “comes with a 24 month health guarantee on hips eyes and elbows”. The agreement said the “guarantee” is against genetic hip, eye and elbow issues only.
11. Contrary to Mrs. Hall’s argument, the guarantee’s limitation is not determinative. I say the same about the contract’s term that the purchase price was non-refundable. Rather, I find what matters is the representation in the agreement that the puppy was sold “in good health”. The issue is whether Mrs. Hall breached that term by selling a dog that was in fact not in good health at the time of sale.
12. Apart from the parties’ contract, Mr. Grewal submitted only an August 27, 2022 veterinary invoice from Gladys Pet Hospital. There is nothing on this invoice that sets

out the puppy's diagnosis, although it does at one point mention a "Parvo Snap Test". The invoice shows the puppy was euthanized on August 25, 2022.

13. I find Mr. Grewal's claim must fail for the following reasons. There is no indication it was a genetic hip, eye, or elbow issue that would trigger the contractual guarantee. Significantly, the evidence before me does not show what the puppy was sick with. There is simply no evidence about when the illness likely began and how, or whether Mrs. Hall would likely have been aware of it at the time of sale. I find it is not obvious that the puppy was already sick when Mr. Grewal bought the puppy on August 19, 2022, even though it was euthanized 6 days later. I find the nature of the puppy's illness, and whether that illness likely existed before the puppy was sold, is a technical matter that requires expert evidence (see *Bergen v. Guliker*, 2015 BCCA 283) and here there is none. Parties are told during the CRT process to submit all relevant evidence. There is no explanation here for the absence of a statement from the veterinarian about the origin and timing of the puppy's illness. I find this is particularly problematic given that Mrs. Hall raised the issue of her inability to speak with the veterinarian in her submissions and said that Mr. Grewal told her the puppy had contracted pneumonia. Yet, Mr. Grewal chose not to provide any final reply submission.
14. So, I find it unproven that Mrs. Hall sold Mr. Grewal a puppy that was sick when he bought it. On the limited evidence before me, the fact that the puppy became sick shortly afterward does not mean Mrs. Hall is liable to pay a refund or pay the veterinary expenses. I dismiss Mr. Grewal's claim.
15. 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. Grewal was unsuccessful I dismiss his claim for reimbursement of paid CRT fees. Mrs. Hall did not pay CRT fees or claim dispute-related expenses, so I make no order for them.

ORDER

16. I dismiss Mr. Grewal's claims and this dispute.

Shelley Lopez, Vice Chair