



Civil Resolution Tribunal

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File: SC-2022-007453

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Li v. Yue*, 2023 BCCRT 605

BETWEEN:

ZHI LI and LI MA

APPLICANTS

AND:

XIAO HUA YUE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about a puppy sale. The applicants, Zhi Li and Li Ma, bought the puppy from the respondent, Xiao Hua Yue, for \$2,700. For personal reasons, a week after the purchase the applicants returned the puppy to the respondent. The applicants

say despite the respondent reselling the puppy and later allegedly agreeing to a full refund, the respondent refunded them only \$700. The applicants claim a \$2,000 refund, as the balance of the purchase price.

2. The respondent says the puppy was non-refundable unless there was a serious health issue, which undisputedly there was not. The respondent further says she refunded the applicants the \$700 voluntarily, and says that the puppy purchase agreement did not require any refund at all.
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. In some respects, the parties in this dispute call into question each other's credibility. Credibility of witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes proportionality and prompt resolution of disputes, I decided to 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.
8. I note in their submissions the applicants argue that Mrs. Yue “should be ruled not to use the same manner to deceive other customers”. Such a request is known in law as injunctive relief, meaning an order to do something or stop doing something. With exceptions that do not apply here, I have no jurisdiction under CRTA section 118 to make the order or “ruling” the applicants request. In any event, given my conclusion below dismissing the applicants’ claim, nothing turns on it.

ISSUE

9. The issue in this dispute is whether the respondent seller must refund the applicant buyers \$2,000 for a puppy that the applicants undisputedly returned to the respondent.

EVIDENCE AND ANALYSIS

10. 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. I note the respondent did not provide any documentary evidence, despite having the opportunity to do so.
11. The background facts are not disputed. On October 4, 2021, the respondent sold the applicants a puppy for \$2,700. There is no formal written agreement in evidence and there is no indication the parties had one. On October 14, 2021, after a back and forth

about the applicants possibly returning the puppy, the applicants decided for personal reasons to return the puppy to the respondent and did so. The respondent refunded the applicants \$700, which as noted she says was voluntary and not required under the parties' agreement. Shortly after, the respondent re-sold the puppy to someone who is not a party to this proceeding. The respondent says the puppy was returnable but not refundable, and that the applicants knew this. More on the parties' agreement below.

12. I note that when the applicants returned the puppy to the respondent, they undisputedly chose to include various dog-related accessories "for free", which the applicants value at \$400. The respondent says they offered the applicants \$200 for those items, but the applicants refused. I find nothing turns on the equipment or any offer of payment for it. The applicants claim no remedy for this equipment, so I order none.
13. The applicants submitted screenshots of text exchanges between the parties, written in a foreign language. The applicants provided English translations, the substance of which I accept because the respondent does not dispute them. The relevant texts are as follows.
14. On November 8, 2021, Ms. Li texted asking about whether Mrs. Yue had re-sold the puppy because Mrs. Yue had said she would "give us some money back" once the puppy was resold. Mrs. Yue responded the same day, saying the puppy had been sold, and wrote, "I will refund \$200 to you". Ms. Li responded (all quotes reproduced as written, except where noted):

[M]y husband said that the refund of \$200 is too little. The first time my husband told you that he wanted to return the puppy to you, You said it's okay to return the puppy, but only half of the money will be refunded to us, actually it's not reasonable, My husband, because he likes the puppy, still agreed to your request. However two days later, when I told you again we want to return the puppy to you, you said the refund price has changed now, you can only refund us \$700, this thing got exaggerated.

... the customer can't keep the puppy after buying it, and has the right to return. Please reconsider the price of the refund. This puppy is expensive to buy, we can understand that you need to charge some handling fees when returning the puppy, but your refund to us is really too little.

15. Later that day Mrs. Yue responded. The relevant portion of her text said, "Before you return the puppy, you have agreed to the refund amount on the phone, if you think the refund amount is unreasonable at that time you won't give me back the puppy, the return price is mutually agreed." In her response text, Ms. Li did not address the agreement about the refund amount, and instead simply said the applicants had cared for the puppy properly and that "for a little money you write like this, don't you feel guilty?"
16. First, I find at the time of sale the parties never had any agreement that the applicants had a right to return the puppy for a refund. I find the quoted text messages show the applicants chose to return the puppy knowing they had no right to a full refund. Contrary to the applicants' argument, there is no supporting evidence before me that as a licensed dog breeder Mrs. Yue had a legal obligation to "have a return policy" such that in the absence of one the puppy was returnable for a full refund. Further, contrary to the applicants' argument, another breeder having a full refund policy is not determinative of the parties' agreement.
17. In other words, I do not accept the applicants' argument that because Mrs. Yue allegedly never mentioned any return policy (which she denies) that this means the applicants have the right to return the puppy for a full refund. As noted, Mrs. Yue says at the time of sale she explained to the applicants the puppy could be returned within 3 days if the puppy was unhealthy, an explanation the applicants deny receiving. What matters here is that the applicants bear the burden of proving that Mrs. Yue was obliged to provide a refund for the puppy if it was returned, and I find they have not done so (apart from the \$700 Mrs. Yue agreed to provide and did provide). Notably, there is no argument or evidence before me that the puppy was unhealthy or that,

apart from refusing a full refund, Mrs. Yue breached the parties' agreement about the puppy.

18. Second, when the applicants first sought to return the puppy on October 11, 2021, they say Mrs. Yue offered a \$1,350 refund but also encouraged the applicants to try and see if they could keep the puppy. The applicants say Mrs. Yue did not tell them she would increase the "conduct fee" if they later sought to return the puppy. I find it unproven Mrs. Yue ever offered a \$1,350 refund as this is not mentioned in the submitted text exchanges. Nothing turns on this however, since the applicants chose to keep the puppy on October 11. They later sought to return it on October 14, and I find they did so at that point in exchange for a \$700 refund, which Mrs. Yue undisputedly provided. Again, I find it unproven Mrs. Yue ever had any obligation to accept the puppy's return and offer a refund beyond the \$700 she gave.
19. Third, the applicants' own argument is that when they chose to return the puppy on October 14, "for the sake of the puppy", they returned it and decided to ask Mrs. Yue to "lower the conduct fee later". The applicants say the \$700 refund Mrs. Yue gave was "too little". I find this further supports my conclusion that the applicants chose to return the puppy in exchange for the \$700. While the applicants argue that Mrs. Yue "agreed to refund us" additional money when the puppy was resold, Mrs. Yue denies this. I find this allegation unproven, noting that the text messages do not support it. As noted, Mrs. Yue says the \$200 she offered was for the dog equipment the applicants included with the puppy's return, which the applicants undisputedly refused. In any event, I find Mrs. Yue is not bound by that \$200 offer, since the applicants rejected it.
20. In summary, I find that under the parties' agreement about the puppy's sale and return to the respondent, the applicants have not proven the respondent was obliged to refund them any more than the \$700 she gave. I dismiss the applicants' claim.
21. 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 the applicants were unsuccessful, I dismiss their claim for

reimbursement of CRT fees. The respondent did not pay CRT fees and no dispute-related expenses were claimed by any party.

ORDER

22. I dismiss the applicants' claim and this dispute.

Shelley Lopez, Vice Chair