



Civil Resolution Tribunal

Date of Original Decision: November 20, 2023

Date of Amended Decision: November 22, 2023

File: SC-2022-005768

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Preetika v. 0965658 B.C. Ltd. (Doing Business As Aldergrove Furniture Warehouse)*, 2023 BCCRT 994

B E T W E E N :

POONAM PREETIKA

APPLICANT

A N D :

0965658 B.C. LTD. (Doing Business As ALDERGROVE FURNITURE WAREHOUSE)

RESPONDENT

AMENDED REASONS FOR DECISIONⁱ

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about a bed. In February 2022 the applicant, Poonam Preetika, purchased a custom queen-sized bed from the respondent, 0965658 B.C. Ltd. (doing business as Aldergrove Furniture Warehouse) (Aldergrove). Ms. Preetika says the

bed was delivered late, is missing some of the features she ordered, and is defective and of poor quality. She claims a \$1,900 refund for the bed's full purchase price.

2. Aldergrove says it delivered the bed according to the sales order. It also says Ms. Preetika accepted delivery of the bed and signed the sales order, so any issues with the bed must be addressed through her warranty directly with the manufacturer. Aldergrove says it has been willing to work with Ms. Preetika and the manufacturer to address her concerns, but Ms. Preetika has refused to cooperate. Aldergrove says it does not owe Ms. Preetika anything.
3. Ms. Preetika is self-represented and Aldergrove 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.
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.

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. Preetika is entitled to a \$1,900 refund for the bed.

EVIDENCE AND ANALYSIS

9. As an applicant in this civil proceeding, Ms. Preetika must prove her claims on a balance of probabilities, which means more likely than not. Aldergrove was given the opportunity to provide evidence but chose not to do so. I have reviewed Ms. Preetika's evidence and the parties' submissions but refer only to what I find relevant to explain my decision. For the following reasons, I dismiss Ms. Preetika's claims.
10. On February 2, 2022, Ms. Preetika ordered a custom bed from Aldergrove for \$1,900, which she paid that day. The sales receipt describes the bed as a custom Canadian-made queen-sized bed with a diamond-tufted headboard, diamond studs, legs on the footboard, and a platinum body colour. The receipt says delivery would take 3 to 4 weeks. It also says all products come with a manufacturer's warranty, all sales are final, and there are no refunds.
11. Aldergrove delivered the bed to Ms. Preetika on April 7, 2022. She says the bed did not have some of the features she ordered, including the diamond-tufted headboard. Ms. Preetika notified Aldergrove of her dissatisfaction with the bed, and Aldergrove removed it from her home. None of this is disputed.
12. In early July 2022 Aldergrove delivered a new bed to Ms. Preetika which she accepted. After a few weeks she noticed various problems with the bed, which she communicated to Aldergrove in late July 2022. Aldergrove notified the bed's manufacturer who contacted Ms. Preetika directly in mid-August 2022. Ms. Preetika

did not respond to the manufacturer and instead started this CRT dispute. Again, none of this is disputed.

13. Ms. Preetika says she is entitled to a refund because Aldergrove delivered the bed late, the headboard does not have the edges she allegedly ordered, and the bed is defective and of poor quality. I address each allegation in turn below.
14. Ms. Preetika says she is entitled to a refund because Aldergrove delivered the bed late. As noted above, the sales receipt said Aldergrove would deliver the bed within 3 to 4 weeks of the February 2, 2022 purchase date. Aldergrove undisputedly delivered the first bed more than 2 months after the purchase date and delivered the second bed approximately 5 months after the purchase date. Aldergrove does not dispute or explain these delays. I am satisfied that Aldergrove breached the parties' agreement to deliver the bed within 3 to 4 weeks.
15. However, Ms. Preetika undisputedly accepted the late delivery, and she does not claim to have suffered any damages from the bed's late delivery aside from general inconvenience. Given these circumstances, I find Aldergrove's breach of the agreement in this regard was not fundamental to the contract such that Ms. Preetika is entitled to a full refund. Damages for inconvenience are generally only available for a breach of contract where the object of the contract is for peace of mind (see *Wilson v. Sooter Studios Ltd.*, 1988 CanLII 3100 (BC CA)). I find the parties' agreement here was not for peace of mind, and so I find Ms. Preetika is not entitled to damages for the inconvenience of receiving the bed late. I dismiss this aspect of her claim.
16. Ms. Preetika also says she ordered the bed's headboard to come with edges, which it does not have. Aldergrove denies this and says it delivered the bed according to the sales order. For the following reasons, I agree with Aldergrove. I find there is no documentary evidence to show Ms. Preetika ordered edges on the headboard. Notably, there is no mention of the headboard's edges in the original sales receipt. Ms. Preetika says that in April and May 2022, after Aldergrove had removed the first bed, she sent photos to an Aldergrove salesperson and spoke with them on the phone explaining that she wanted edges on the headboard. She submitted some of these

messages, which I find show that she said she wanted diamond studs on a high headboard. However, I find these messages do not mention the headboard's edges, and I find it is not clear from these messages that she requested any change to her original order. On balance, I find Ms. Preetika has failed to establish that Aldergrove breached the parties' agreement by delivering a headboard without edges.

17. Ms. Preetika also says she is entitled to a refund because the bed is made of poor quality materials. She says an Aldergrove sales representative told her the bed would be made of high quality "solid maple wood", but that it is made of plywood. To be entitled to damages for this allegation, Ms. Preetika must prove that Alderwood made the alleged misrepresentation, and that she reasonably relied on it to her detriment. However, there is nothing in the documentary evidence indicating the materials that would be used for the bed. I also find it is unclear from the photos and video in evidence the type of wood that was used to make the bed, particularly since the largest pieces of the bed are upholstered. For these reasons, I find Ms. Preetika has failed to establish that Aldergrove misrepresented the materials used for the bed.
18. Ms. Preetika also says she is entitled to a refund because the bed is poorly constructed. She says Aldergrove's salesperson told her there would be a centre piece for support, but the bed has no centre piece. However, it is unclear exactly what Ms. Preetika means by a centre piece, and there is no indication on the receipt that the bed would have one. Ms. Preetika has not submitted any evidence indicating that a centre piece is required for the bed's structural integrity. I find Ms. Preetika has failed to establish that Aldergrove breached the parties' contract by delivering a bed without a centre piece.
19. Ms. Preetika also says the tops of the slats are rough and will damage her mattress over time, but I find that is not obvious from the photos and video in evidence. So, I find this allegation unproven.
20. Ms. Preetika also says the screws in each corner of the bed are coming loose, and that 2 of the slats will not stay inserted in their grooves and keep falling on the floor despite her attempts to re-insert them. She also says the 3 top boards are detached

from the rest of the bed and were simply laid on top of the frame. I find the photos and video Ms. Preetika submitted support these allegations.

21. Aldergrove does not specifically deny these issues with the bed, but it suggests that Ms. Preetika could have moved or rearranged the bed in the weeks between its delivery and her complaints to Aldergrove. Ms. Preetika denies this. She says there is not enough space in the bedroom to move or rearrange the bed. On balance, noting the size of the bedroom as shown in the photos, I find it is more likely than not that the loose screws, slats, and boards existed at the time of delivery or shortly after.
22. The *Sale of Goods Act* (SGA) sets out warranties that are implied into contracts for the sale of goods in certain circumstances, which includes beds. Under section 18(a) of the SGA, in certain circumstances there may be an implied condition in the parties' contract that the bed is reasonably fit for the buyer's stated purpose. Under section 18(b) of the SGA, if someone buys goods by description from a seller who deals in goods of that description, there is an implied condition that the goods are of merchantable quality. Under section 18(c) of the SGA, there is an implied condition that goods will be durable for a reasonable period of normal use, considering the sale's context and the surrounding circumstances.
23. Although neither of the parties raised the SGA, I considered whether any of the implied warranties in section 18 applied to the parties' agreement. I find they did, but I find the evidence falls short of establishing that the bed was not reasonably fit for its purpose, not of merchantable quality, or not reasonably durable. There is insufficient evidence that Ms. Preetika cannot use the bed in its current state, and I find the proven issues with the bed are relatively minor. In any event, as explained below, Ms. Preetika undisputedly has a manufacturer's warranty, and it appears the manufacturer is willing to repair the minor issues with the bed.
24. Aldergrove says that once it delivers an order to a customer and the customer accepts the delivery by signing the sales order, any warranty claim is covered directly by the bed's manufacturer. Ms. Preetika does not dispute this. Aldergrove says that after it delivered the new bed in July 2022, Ms. Preetika accepted it and signed off on the

sales order. Although there is no signed copy of the sales order in evidence, Ms. Preetika does not dispute that she signed it as Aldergrove alleges, so I find that she did. By signing the sales order, I find Ms. Preetika accepted that Aldergrove is not responsible for any deficiency claims.

25. Ms. Preetika says Aldergrove never gave her a warranty certificate, and so she has no document stating the details of the warranty coverage. However, even if this is true, her bed undisputedly came with a manufacturer's warranty. The evidence shows that the manufacturer contacted Ms. Preetika 3 separate times in mid-August 2022 to schedule a time to repair the bed, but Ms. Preetika ignored these communications. There is no evidence that the required repairs are not covered under warranty, or that Aldergrove misrepresented the terms of the warranty. So, I find Ms. Preetika's claims related to the loose screws, slats, and boards are against the manufacturer, not Aldergrove. Ms. Preetika says that even if the manufacturer repairs the bed, it will break because it is poorly constructed and is not built to a safe standard. However, I find she has provided insufficient evidence to support this allegation. I dismiss this part of Ms. Preetika's claim.

26. Ms. Preetika says Aldergrove shared her contact information with the manufacturer without her consent. Aldergrove denies this. It says that during its phone call with Ms. Preetika in late July 2022 when she first notified Aldergrove about the problems with her bed, it told her it would have the manufacturer contact her to resolve those problems, and Ms. Preetika consented. Aldergrove says it followed its usual policy to contact the manufacturer on its customer's behalf, and the manufacturer then contacts the customer directly. On balance, I prefer Aldergrove's evidence on this point. I find it is more likely than not that Aldergrove followed its usual policy and obtained Ms. Preetika's permission to share her contact information with the manufacturer.

27. Ms. Preetika also says the 2-week delay from the time she first complained to Aldergrove about the bed to the time the manufacturer contacted her was unreasonable. I disagree. Although I find Aldergrove could have contacted the

manufacturer sooner based on the evidence before me, I find a 2-week delay is not unreasonable in the circumstances, particularly since Ms. Preetika did not respond to the manufacturer in any event.

28. In summary, I find Ms. Preetika has failed to establish that she is entitled to a refund for the bed's \$1,900 purchase price, and I dismiss her claims.

29. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Since Ms. Preetika was unsuccessful, I find she is not entitled to reimbursement of her CRT fees. Aldergrove did not pay any fees, and neither party claims any dispute-related expenses.

ORDER

30. I dismiss Ms. Preetika's claims and this dispute.

Sarah Orr, Tribunal Member

ⁱ Under the authority of CRTA section 64, I have amended paragraph 29 to correct an inadvertent error awarding partial reimbursement of CRT fees when none should have been awarded because the applicant was unsuccessful. The corrected errors are marked in underlined text.