



Civil Resolution Tribunal

Date Issued: December 15, 2023

File: SC-2022-002891

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Siadat v. Mahboub*, 2023 BCCRT 1103

B E T W E E N :

NAYEREH SIADAT

APPLICANT

A N D :

SONIA MAHBOUB

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This is a dispute about nightstands. In 2021 Mrs. Siadat hired Mrs. Mahboub to provide interior design services for her home, which included purchasing furniture. Mrs. Siadat says she received 3 nightstand sets that were different than the ones she ordered through Mrs. Mahboub. Mrs. Siadat claims a refund of \$4,114 which she says includes the cost of the 3 incorrect nightstand sets, plus Mrs. Mahboub's 10% fee.

2. Mrs. Mahboub says Mrs. Siadat instructed her to choose and order the 3 nightstand sets for her, which she did. She says that even if Mrs. Siadat received the wrong nightstands, she has used them for over a year, so she is not entitled to a refund.
3. Both parties are 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). 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.
8. The only evidence Mrs. Mahboub submitted is undated text messages that are not in English. CRT staff notifies parties in the early stages of their dispute that all documentary evidence must be submitted in English. Since the text messages Mrs. Mahboub submitted are undated and are not in English, I have not considered them in this dispute.

9. Mrs. Siadat also submitted some text messages that are not in English. However, some of these texts include pictures, dates, and English text, which I find helpful for determining dates the parties corresponded, which nightstands Mrs. Siadat chose, and which nightstands she received. So, I have considered the dates, photos, and English text shown in Mrs. Siadat's text messages. However, for the same reasons explained above, I have not considered any of the non-English text in Mrs. Siadat's text message evidence.

ISSUE

10. The issue in this dispute is whether Mrs. Mahboub purchased the wrong nightstand sets for Mrs. Siadat, and if so, whether Mrs. Siadat is entitled to a refund of \$4,114.

EVIDENCE AND ANALYSIS

11. As the applicant in this civil proceeding Mrs. Siadat must prove her claims on a balance of probabilities, which means more likely than not. I have read all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.
12. In the spring of 2021 Mrs. Siadat hired Mrs. Mahboub to provide interior design services for her home. Mrs. Mahboub's services included suggesting various furniture items to Mrs. Siadat, and the parties mutually decided what to buy. The parties agreed that Mrs. Mahboub would charge a 10% fee on top of the total cost of all items Mrs. Siadat purchased through her. On June 9, 2021, Mrs. Mahboub invoiced Mrs. Siadat \$12,584.32. Mrs. Mahboub's 10% fee is not stated anywhere on the invoice, so I infer that it is included in the cost of each item. Mrs. Siadat has since paid Mrs. Mahboub the full amount of the invoice.
13. The invoice includes 3 nightstand sets, which Mrs. Siadat says are correctly described on it. She says that on September 1, 2021, Mrs. Mahboub told her the nightstands were delayed and would not be delivered until November or December 2021. Mrs. Siadat says Mrs. Mahboub gave her some suggestions of other nightstand sets that could be delivered earlier. Mrs. Siadat says she chose to replace 1 of the

sets with a lighter coloured set. She says she told Mrs. Mahboub she did not mind if the other 2 nightstand sets arrived late, and so she did not change her order for those 2 sets.

14. On January 27, 2022, Mrs. Siadat received the 3 nightstand sets. She says none of them were the ones she chose, either as described on the invoice, or after she changed her order for 1 of the sets. Mrs. Siadat says she immediately texted Mrs. Mahboub about the problem with the nightstands, and Mrs. Mahboub failed to respond. Mrs. Siadat says she texted Mrs. Mahboub again on January 28, 2022 and February 5, 2022, and Mrs. Mahboub told her to stop messaging her, then blocked her phone number. Mrs. Mahboub does not deny this.
15. For her part, Mrs. Mahboub says she and Mrs. Siadat mutually agreed on all the items included in the invoice. However, she says that when she told Mrs. Siadat in September 2021 that the nightstands' delivery would be delayed, Mrs. Siadat instructed her to choose and order new nightstands for her. Mrs. Mahboub says she did this. Though she does not explicitly say so, I take Mrs. Mahboub's position to mean that she says Mrs. Siadat received the correct nightstands in January 2022. Mrs. Mahboub says Mrs. Siadat was difficult to work with and had buyer's remorse for many of the items included in the invoice, but she provided no evidence of this.
16. For the following reasons, I prefer Mrs. Siadat's version of events, and I find the 3 nightstand sets she received are not what she ordered from Mrs. Mahboub. First, I find the dates of Mrs. Siadat's text messages in evidence and the attached photos are generally consistent with her version of events. Second, considering that the parties mutually agreed on all items in the invoice, I find it unlikely that Mrs. Siadat would instruct Mrs. Mahboub to choose 3 new sets of nightstands for her without her approval. Similarly, if Mrs. Siadat was in fact difficult to work with and had buyer's remorse for most items on the invoice as Mrs. Mahboub alleges, I find it unlikely Mrs. Siadat would have instructed Mrs. Mahboub to choose all 3 nightstand sets without her approval. For these reasons, I find Mrs. Mahboub breached the parties'

agreement by not providing Mrs. Siadat with the 3 nightstand sets she ordered. I turn now to an appropriate remedy.

17. Damages for breach of contract are meant to put the innocent party in the same position they would have been in if the contract had been performed (see *Water's Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319. If Mrs. Mahboub had performed the contract, Mrs. Siadat would have the 3 nightstand sets she ordered instead of 3 nightstand sets she does not want.
18. Mrs. Siadat claims a refund of \$4,114, which she says is the purchase price of the 3 incorrect nightstand sets, plus Mrs. Mahboub's 10% management fee. However, Mrs. Siadat provided no evidence of the 3 incorrect nightstand sets' purchase price. The total price of the 3 nightstand sets Mrs. Siadat originally ordered, as shown on the invoice, is \$4,188 including tax. Since the \$4,114 Mrs. Siadat claims is less than the total cost of the nightstands on the invoice, I find her claim is limited to \$4,114.
19. However, Mrs. Siadat does not say what she has done with the 3 nightstand sets since she received them almost 2 years ago. It is not clear whether she still has them in her possession, or if she has ever used them. These nightstand sets likely have some value, so it would overcompensate Mrs. Siadat if I ordered a full refund and she also kept the nightstands. As noted above, the evidence shows that Mrs. Siadat made several attempts to contact Mrs. Mahboub upon receiving the incorrect nightstands, but Mrs. Mahboub told her to stop contacting her and blocked her number. On a judgment basis, I find the residual value of the 3 nightstand sets is \$600. So, I reduce the 3 nightstand sets' purchase price by \$600, and I order Mrs. Mahboub to refund Mrs. Siadat \$3,514.
20. The *Court Order Interest Act* applies to the CRT. However, Mrs. Siadat expressly says she does not want to claim interest, so I decline to award any.
21. 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. I see no reason in this case not to follow that general rule.

Since Mrs. Siadat was generally successful, I find she is entitled to reimbursement of \$175 in CRT fees. Mrs. Mahboub did not pay any CRT fees, and neither party claimed any dispute-related expenses.

ORDERS

22. Within 30 days of the date of this order, I order Mrs. Mahboub to pay Mrs. Siadat a total of \$3,689, broken down as follows:

- a. \$3,514 in damages for breach of contract, and
- b. \$175 in CRT fees.

23. Mrs. Siadat is entitled to post-judgment interest, as applicable.

24. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Sarah Orr, Tribunal Member