



Civil Resolution Tribunal

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File: SC-2023-001852

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Toolabi v. Valianpour*, 2024 BCCRT 61

B E T W E E N :

TOOFAN TOOLABI

APPLICANT

A N D :

EHSAN VALIANPOUR

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about the private sale of a used bike. The applicant, Toofan Toolabi, says he sold the bike to the respondent, Ehsan Valianpour. Mr. Toolabi says that Mr. Valianpour purchased the bike but failed to pay for it. He claims \$300 for the price.

2. Mr. Valianpour denies liability. He says that under the parties' contract, he had the right to return the bike within 2 months if it did not satisfy him. He says he tried to return the bike within this timeframe. He also says the bike was only worth \$100, so he should not have to pay the \$300. Mr. Valianpour also raised other allegations about breach of contract, misrepresentation, and duress. In submissions, he suggests that he return the bike to Mr. Toolabi or pay Mr. Toolabi \$100 to resolve this dispute.
3. The parties are self-represented.
4. For the reasons that follow, I find Mr. Toolabi has proven his claim.

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). 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.
6. 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. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested 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. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. 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. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found that oral hearings are not necessarily required where credibility is an issue.

7. 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.
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.

ISSUE

9. The issue in this dispute is whether Mr. Valianpour breached the parties' contract, and if so, whether any remedy is appropriate.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Toolabi as the applicant must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. Mr. Toolabi did not provide final reply submissions, though he had the opportunity to do so.
11. Mr. Toolabi filmed himself scrolling through his phone messages and providing narration. Some of these text messages were in English and some were in Persian. Mr. Toolabi did not directly translate the latter messages. It is the parties' responsibility to translate non-English messages. That said, I find the evidence before me is sufficient to resolve this dispute. The messages I refer to below were in English.
12. The parties' text messages show that in July 2022, Mr. Toolabi offered to sell his bike to Mr. Valianpour for \$300. It is undisputed that Mr. Valianpour agreed to this purchase price, and that the parties agreed Mr. Valianpour could pay at an unspecified later date. So, I find they agreed that Mr. Valianpour would pay for the bike within a reasonable period of time.

13. In February 2023, Mr. Toolabi texted Mr. Valianpour that he still owed Mr. Toolabi \$300 for the bike. Mr. Valianpour replied that he did not owe any money. Instead, he said he had “borrowed it” from Mr. Toolabi and planned on “returning it soon”. Mr. Toolabi texted that he disagreed with this characterization and insisted on payment.
14. I find it clear that, contrary to Mr. Valianpour’s February 2023 text messages, Mr. Toolabi sold the bike and never loaned it to Mr. Valianpour. This is because the July 2022 text messages and Mr. Valianpour’s own submissions contradict the suggestion that Mr. Toolabi merely loaned the bike.
15. The evidence shows that Mr. Valianpour subsequently left the bike chained outside and never paid for it. Mr. Valianpour submits he returned the bike within a 2-month return window, or tried to, but I find the text messages refute this timeline. This is because Mr. Valianpour purchased the bike in July 2022 but still had it in February 2023. There is no indication that he tried to return it before Mr. Toolabi raised the issue of the bike’s payment in February 2023.
16. In any event, Mr. Toolabi went to see the bike on May 28, 2023. I find this date supported by timestamped photos and videos of the bike. The evidence shows substantial rust on the bike parts, including the bike chain, front suspension shocks, and connecting bolts. The parties did not identify the photos’ location, but I find nothing turns on this.
17. I accept Mr. Toolabi’s submission that the bike was free of rust at the time of sale, in July 2022. I say this in part because I find it unlikely Mr. Valianpour would have bought the bike for \$300 if it were in the same condition as shown in May 2023.

Did Mr. Valianpour breach the parties’ contract?

18. As noted above, Mr. Valianpour says that the parties’ oral contract permitted him to return the bike within 2 months if it did not satisfy him. Mr. Toolabi disagrees.
19. I find Mr. Valianpour’s submission entirely unsupported by evidence. There is nothing in the text messages to indicate Mr. Valianpour had any option to return the bike after

agreeing to purchase it. Likewise, there is no indication he told Mr. Toolabi that he was returning it under the terms of their contract. As noted earlier, I have found that Mr. Valianpour instead inaccurately texted Mr. Toolabi to say that he was returning it after having “borrowed” it.

20. Further, I find that even if this term bound the parties as alleged, I find it would not assist Mr. Valianpour. As stated earlier, the text messages indicate that Mr. Valianpour did not return the bike within the 2-month return window. I also find it unlikely that the parties agreed that Mr. Valianpour could return the bike by leaving it chained outside. In such circumstances the bike would be vulnerable to theft or damage by the elements. I have already found that the bike became rusty after purchase, likely because Mr. Valianpour left it outside. I find that in such circumstances, Mr. Toolabi would have no obligation to accept the bike and provide a refund.
21. In summary, I find that Mr. Valianpour’s words and conduct show he abandoned the bike and refused to pay for it. So, I find it clear he breached the parties’ contract.
22. Mr. Valianpour raised various other allegations to excuse himself from payment. I find them unproven for the following reasons.
23. Mr. Valianpour says Mr. Toolabi breached the contract because the bike was of unexpectedly poor quality. I find the parties entered into a private sale which was subject to section 18(c) of the *Sale of Goods Act (SGA)*. Section 18(c) requires that the goods sold be durable for a reasonable period, considering how the goods would be normally used and the sale’s surrounding circumstances. The other implied warranties in section 18 of the SGA do not apply to private sales. In general, sales of used bikes are governed by the principle of “buyer beware”, but the implied warranty of SGA section 18(c) is an exception to this rule. See, for example, my decision of *Bourke v. Holbek*, 2021 BCCRT 515
24. Mr. Valianpour did not explain why the bike was of poor quality or insufficiently durable under SGA section 18(c). He did not say in what manner the bike failed to

meet his expectations. There is no indication that Mr. Valianpour ever complained about the bike's quality in the English text messages. So, I find these allegations about quality are unsupported by any evidence or explanation. I find it unproven that Mr. Toolabi breached SGA section 18(c).

25. Mr. Valianpour also says that Mr. Toolabi misrepresented the bike's value by asking too much for it. I find that by asking for \$300, Mr. Toolabi merely made an offer rather than any representation about the bike's value. So, I find any allegations about misrepresentation are unproven.
26. Mr. Valianpour also says that he should only pay \$100 for the bike. He says that was its market value at the time of sale. He referred to a similar bike on sale at Canadian Tire and other bikes advertised on Facebook. I find the fact that Mr. Valianpour could get a different bike cheaper does not, by itself, stop the contract from being binding. Contract law does not generally prevent parties from agreeing to buy items at more or less than market value. In any event, I find that establishing the market value of the specific bike in this dispute would require expert evidence as it is a matter beyond common understanding. See *Bergen v. Guliker*, 2015 BCCA 283. Such evidence is not before me.
27. Finally, Mr. Valianpour also says that Mr. Toolabi exerted "undue pressure" on him to accept the offer. I find he essentially alleges duress, which is a defence to the enforceability of a contract. To establish duress, Mr. Valianpour must prove that Mr. Toolabi exerted pressure to such a degree that he did not truly consent to the contract. There must be an unfair, excessive, or coercive element to the pressure. In considering whether duress exists, the CRT may consider whether Mr. Valianpour objected, whether he had another legal course of action available, and whether he took steps to avoid the contract when he could. See *Dairy Queen Canada, Inc. v. M.Y. Sundae*, 2017 BCCA 442 at paragraphs 52 to 54.
28. I find that Mr. Valianpour essentially makes a bare allegation that he was under duress. There is nothing in evidence to show duress. So, I find this unproven as well.

29. In summary, I find Mr. Valianpour breached the contract. I find it unproven that Mr. Toolabi breached the contract by refusing to provide a refund or breaching SGA section 18(c). I also find it unproven that he misrepresented the bike or forced Mr. Valianpour to purchase the bike under duress. So, I order Mr. Valianpour to pay Mr. Toolabi \$300 for the bike as the parties contracted for.
30. The *Court Order Interest Act* applies to the CRT. Mr. Toolabi is entitled to pre-judgment interest on the \$300 debt from July 2, 2022, the date of the contract shown in the messages, to the date of this decision. This equals \$17.48.
31. 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. However, neither party paid CRT fees, so I make no award. The parties did not claim any specific dispute-related expenses.

ORDERS

32. Within 30 days of the date of this order, I order Mr. Valianpour to pay Mr. Toolabi a total of \$317.74, broken down as follows:
- a. \$300 in debt, and
 - b. \$17.74 in pre-judgment interest under the *Court Order Interest Act*.
33. Mr. Toolabi is entitled to post-judgment interest, as applicable.
34. 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.

David Jiang, Tribunal Member