



# Civil Resolution Tribunal

Date Issued: June 28, 2024

File: SC-2023-002167

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bhullar v. Cameron*, 2024 BCCRT 623

BETWEEN:

LUCKY BHULLAR

**APPLICANT**

AND:

ANNETTE CAMERON and PUPPY PATCH DOODLES INC.

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. Lucky Bhullar bought an Australian Labradoodle puppy, Brosia, from Annette Cameron. Ms. Cameron is the only director and officer of Puppy Patch Doodles Inc. (Puppy Patch). Miss Bhullar says Ms. Cameron breached the purchase agreement by failing to deliver Brosia in good health and free from hereditary disease, namely elbow dysplasia. Miss Bhullar claims \$5,000 for the cost of diagnosing and treating

Brosia's elbow dysplasia. She also asks for re-admission to the Puppy Patch Facebook page Ms. Cameron excluded her from.

2. Ms. Cameron says Brosia was in good health when she was delivered to Miss Bhullar. In any case, Ms. Cameron says Miss Bhullar did not provide evidence Brosia was examined by a veterinarian within seven days of taking possession of her, as required by the agreement. So, Ms. Cameron says she was entitled to conclude Brosia did not have any health issues. Ms. Cameron also says before exchanging evidence in this dispute, Miss Bhullar provided no proof of Brosia's alleged elbow dysplasia. Finally, Ms. Cameron says Miss Bhullar was not guaranteed access to the Puppy Patch Facebook page.
3. Miss Bhullar and Ms. Cameron are each self-represented. In submissions, Ms. Cameron says she is also acting for Puppy Patch. However, Ms. Cameron did not provide a Dispute Response for Puppy Patch, so Puppy Patch is technically in default. I address this further below.

## **JURISDICTION AND PROCEDURE**

4. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. CRTA section 2 states 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. 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. Here, I find 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 an oral hearing is not necessary in the interests of justice.

6. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
7. Miss Bhullar provided additional evidence after the time for making submissions had ended. Ms. Cameron had the opportunity to comment on this late evidence, but did not do so. I find no prejudice arises in considering the late evidence, and I have done so, as I find it is relevant to my decision.

## **ISSUES**

8. The issues in this dispute are:
  - a. Is Miss Bhullar entitled to the claimed \$5,000 for reimbursement of expenses associated with diagnosing Brosia, and treating her for elbow dysplasia?
  - b. Is Miss Bhullar entitled to access to the Puppy Patch Facebook page?

## **EVIDENCE AND ANALYSIS**

9. As the applicant in this civil proceeding, Miss Bhullar must prove her claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but refer only to information I find relevant to explain my decision.
10. As noted above, Puppy Patch did not submit a Dispute Response, so it is technically in default. Generally, liability is assumed where a party is in default, but I decline to assume liability here for two reasons. First, it is clear from her submissions that Ms. Cameron represents both respondents. Second, the purchase agreement in evidence is between Miss Bhullar and Ms. Cameron. There is no indication Ms. Cameron was signing as Puppy Patch's representative, rather than in her personal capacity. I find the agreement incorporates a health guarantee offered by Puppy Patch, but that this does not change the contracting parties. I find it would be unfair to assume liability against a named respondent that is not party to the agreement at the heart of the

dispute. For this reason, I also dismiss Miss Bhullar's claim against Puppy Patch. When I use the term "parties" below, I refer to Miss Bhullar and Ms. Cameron.

11. I begin with the applicable law. Although pets occupy a unique place in people's lives, the law generally treats them as personal property. So, pet sales are subject to the law governing the sale of goods (see, for example, *Mackenzie v. Bolshoy dba Siberian Cattery Bolshoy Dom*, 2021 BCCRT 144). Generally, to be entitled to compensation from a seller, a buyer must prove breach of contract, breach of an express or implied warranty, fraudulent or negligent misrepresentation, or known latent (hidden) defect (see *Mah Estate v. Lawrence*, 2023 BCSC 411, at paragraph 86). I find Miss Bhullar specifically argues breach of an express warranty, and more generally, breach of contract. To a lesser extent, I find she also alleges misrepresentation.
12. The parties entered into the purchase agreement in October 2021. They provided slightly different versions of the health guarantee for hereditary diseases. I find Miss Bhullar's version is the one incorporated into the agreement, as it bears the same sticker with Brosia's microchip number as is on the agreement's first page. The agreement's relevant terms are as follows:
  - a. Ms. Cameron guaranteed Brosia was in good health at the time she was delivered to Miss Bhullar. Miss Bhullar was required to have Brosia vet-checked within seven days of possession, at Miss Bhullar's expense.
  - b. Ms. Cameron provided a health guarantee relating to all hereditary diseases up to age two. Among other things, the guarantee specified the condition must be designated severe or life-threatening by two independent veterinarians, with all diagnostic data provided to Puppy Patch for review and agreement by a veterinarian of Puppy Patch's choosing.
  - c. If Brosia was diagnosed with a hereditary disease and Miss Bhullar wished to keep her, Puppy Patch would pay directly for all veterinary bills for treatment, up to Brosia's full purchase price.

13. First, the guarantee of good health at the time of delivery. It is undisputed that three days after Miss Bhullar took possession of Brosia on October 7, 2021, Miss Bhullar contacted Ms. Cameron about Brosia having very loose stool. Two days later, Miss Bhullar provided Ms. Cameron with a positive fecal test result for coccidia, parasites that live in the intestinal lining and commonly cause diarrhea. While Ms. Cameron says she did not receive documentation confirming Brosia was vet-checked within seven days of delivery, the agreement explicitly stated provision of such documentation was not required. Miss Bhullar submitted invoices confirming Brosia was vet-checked on October 10, 2021 and again on October 13, 2021. However, the evidence shows Ms. Cameron reimbursed Miss Bhullar for antibiotics prescribed to Brosia to treat the infection, as Ms. Cameron offered and Miss Bhullar accepted. So, I find even if Brosia was not entirely healthy on delivery, Ms. Cameron adequately remedied the situation by paying for her treatment. I note Miss Bhullar did not request a specific remedy for this alleged breach of the agreement or misrepresentation. For these reasons, I dismiss this part of Miss Bhullar's claim.
14. Next, the health guarantee for hereditary diseases. Miss Bhullar says around May 2022, she became concerned about Brosia, as she noticed Brosia was eating less and was hobbling. While X-rays of Brosia's forelimbs by Miss Bhullar's veterinarian initially indicated everything was normal, after having been reviewed further by Dr. Tawni Silver, Brosia was diagnosed with elbow dysplasia, a hereditary disease that causes arthritis. I accept Dr. Silver's June 4, 2022 report as expert evidence, as it includes their qualifications in veterinary medicine, including a specialty in radiology.
15. On June 5, 2022, Miss Bhullar emailed Ms. Cameron about Dr. Silver's diagnosis. Ms. Cameron requested the X-ray results, and the opportunity to speak with Dr. Silver. It is undisputed that Miss Bhullar did not provide Ms. Cameron with the results, or with any contact information for Dr. Silver.
16. Following Dr. Silver's diagnosis, Miss Bhullar's veterinarian referred Brosia to a specialty animal hospital for a CT scan and ultrasounds. Dr. Jae Yoon Park concluded Brosia had developmental elbow dysplasia in both elbows, though it was more severe

in the left one. I also accept Dr. Park's report as expert evidence, as it includes their veterinary qualifications, including a specialty in radiology. On July 4, 2022 Brosia underwent the recommended surgery (an ulnar osteotomy) to treat elbow dysplasia in her left forelimb. Dr. Michael King's post-surgery report, which again I accept as expert evidence based on their qualifications, indicated that while the surgery would not make Brosia's elbow completely normal, it would improve the elbow from what it was before and how it otherwise would have developed, meaning less arthritis and discomfort long-term. Based on this, I find Brosia's elbow dysplasia was severe for the purposes of the health guarantee for hereditary diseases.

17. In August 2022, Miss Bhullar contacted Ms. Cameron about an unspecified "remedy" for the situation. Ms. Cameron again requested Brosia's X-rays, to have them assessed by her own veterinarian. Miss Bhullar did not provide the X-rays, though she followed up with Ms. Cameron twice in October 2022, citing the health guarantee. Ms. Cameron declined to provide Miss Bhullar with any remedy.
18. Based on the above, I find Ms. Cameron did not breach the health guarantee. While Miss Bhullar received two independent diagnoses for elbow dysplasia, she failed to provide them to Ms. Cameron for her own veterinary assessment and review, as required. This is despite Ms. Cameron's requests for the diagnostic data.
19. Miss Bhullar also suggests Ms. Cameron should have updated Brosia's parents' dysplasia evaluation reports before breeding them for the litter that produced Brosia. She says this because they were both under two years old when their initial evaluations were performed. I find Ms. Bhullar is suggesting Ms. Cameron misrepresented Brosia's health regarding the potential for hereditary disease. A negligent misrepresentation is made by someone who fails to take due care to ensure the representation is true. I find the fact that Ms. Cameron did not repeat Brosia's parents' dysplasia evaluations after they turned two does not mean she negligently misrepresented Brosia's health to Miss Bhullar. Miss Bhullar did not submit expert evidence that industry standard is to have dogs tested or re-tested for dysplasia after they turn two. So, I find Ms. Cameron did not negligently misrepresent

Brosia's health in connection with hereditary disease. There is no evidence of fraudulent misrepresentation.

20. In these circumstances, I find Ms. Cameron was not obliged to pay for any of Brosia's elbow dysplasia diagnoses or treatments, and I dismiss this part of Miss Bhullar's claim.
21. Finally, Miss Bhullar asks to be re-admitted to the Puppy Patch Facebook page. There is no provision in the contract guaranteeing buyers access to the page. So, I find Ms. Cameron was not obliged to re-admit Miss Bhullar. I dismiss this part of Miss Bhullar's claim.
22. 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. As Miss Bhullar was unsuccessful, I dismiss her claims for CRT fees and for \$100 for an expert report. Ms. Cameron did not pay fees or claim any dispute-related expenses.

## **ORDER**

23. I dismiss Miss Bhullar's claims and this dispute.

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Megan Stewart, Tribunal Member