



Civil Resolution Tribunal

Original Decision Issued: May 15, 2025

Amended Decision Issued: January 6, 2026

File: SC-2023-012366

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Verma v. Samsung Electronics Canada Inc.*, 2025 BCCRT 629

B E T W E E N :

RAJAT VERMA

APPLICANT

A N D :

SAMSUNG ELECTRONICS CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Amanda Binnie

INTRODUCTION

1. This dispute is about a cell phone trade-in. The applicant, Rajat Verma, says the respondent, Samsung Electronics Canada Inc., improperly changed the trade-in value for his phone from \$145 to \$58. Mr. Verma claims the \$87 difference, as well as \$1,000 in punitive damages.

2. Samsung agrees it originally quoted \$145 as the trade-in value. However, it says Mr. Verma did not disclose damage to the phone, so it reduced this amount to \$58 after inspection. Samsung asks I dismiss Mr. Verma's claims.
3. Mr. Verma is a lawyer and represents himself. Samsung was initially represented by Shidvash Bayat, an articled student, but is now represented by another articled student, Anna Choi¹.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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. These are the CRT's formal written reasons.
5. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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. 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 court.
7. Where permitted by CRTA section 118, 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.

Aggravated damages

8. Though Mr. Verma references aggravated damages in submissions, he did not claim these in the Dispute Notice. As the Dispute Notice is meant to narrow the issues between the parties, I find this claim is not properly before me and I decline to consider it.
9. In any event, aggravated damages are compensatory damages that may be awarded when a respondent's conduct causes intangible injuries, such as mental distress or anxiety. Mr. Verma provided no evidence he suffered any compensable injuries.

Samsung's evidence

10. Samsung did not provide any documentary evidence in this dispute, despite being given the opportunity to do so. Instead, in submissions Samsung says the documents to be relied on are not yet available, but will be provided in due course. CRT staff followed up with Samsung to advise it had not provided any evidence.
11. I considered whether it is procedurally fair to make this decision without evidence from Samsung. I find Samsung was given sufficient opportunity to provide documentary evidence. Further, Samsung does not refer to any specific documents in its submissions, or say why they were not available. Samsung also did not request a pause to provide this evidence. Finally, Samsung is not self-represented, but instead represented by an articling student.
12. I find it would be procedurally unfair to Mr. Verma to delay this dispute to ask Samsung to provide evidence it may or may not have. So, I have decided this dispute without documentary evidence from Samsung.

ISSUES

13. The issues in this dispute are:
 - a. Is Mr. Verma entitled to \$87 for the reduced value of his trade-in?

- b. Is Mr. Verma entitled to \$1,000 in punitive damages?

EVIDENCE AND ANALYSIS

- 14. In a civil proceeding like this one, Mr. Verma must prove his claims on a balance of probabilities. 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.
- 15. In May 2023, Mr. Verma purchased a new cell phone from Samsung. As part of the sale, he traded in his old phone.
- 16. The parties agree on Samsung's trade-in process, which is as follows. Samsung has a tool on its website which allows a customer to assess a phone's trade-in value before purchasing a new phone. Mr. Verma used this tool, which gave an estimated trade-in value of \$145.
- 17. Mr. Verma then completed the purchase of his new phone, which included the \$145 deduction. Finally, Mr. Verma sent his old cell phone to Samsung's third-party assessor, Assurant.
- 18. According to Samsung, Assurant found the phone was in damaged condition, so Samsung reduced the value of the trade-in to \$58. However, on June 22, 2023, after Mr. Verma complained there was no damage to the phone, Samsung offered Mr. Verma an increased trade-in credit of \$101.50.
- 19. Mr. Verma did not accept this offer, but requested more details about the alleged damage. Samsung did not respond to this email or Mr. Verma's follow-up email.
- 20. Instead, on July 5, 2023, Samsung charged Mr. Verma an additional \$97.44 to account for the \$87 trade-in value reduction and I infer a portion of a promotion related to the trade-in.

Is Mr. Verma entitled to \$87 for the reduced value of his trade-in?

21. Mr. Verma provided Samsung's terms and conditions for its trade-in program, which I reviewed. Under the terms and conditions, Samsung may offer an "adjusted trade-in value" if the phone "differs materially" from the customer's description.
22. Samsung says it reduced the value of the trade-in because Assurant found damage. However, despite Mr. Verma's request to clarify the damage, Samsung only says Mr. Verma incorrectly answered a question about whether the display was fully functional, or whether there was damage or defects to the front or back glass.
23. Samsung provided two photos of the phone to Mr. Verma, which Mr. Verma provided as evidence in this dispute. The first shows the front of the phone with the screen on and no visible cracks or other damage.
24. The second photo is what appears to be the top of the phone, with an arrow pointing to tiny chips in the paint along the top. The front screen is visible at an angle, and I find there is no visible damage to it. Samsung provided no photos of the phone's back.
25. I find Samsung's own photos prove the front display was functioning, and that there were no issues with the front glass. Because Samsung provided no photos of the phone's back, I infer there were no issues with the phone's back glass.
26. I accept there are tiny chips to the top of the phone. However, I find these are very minor cosmetic issues, and do not show the phone was materially different than Mr. Verma described. So, I find Samsung was not entitled to reduce the trade-in value and I find it must repay Mr. Verma \$87.

Is Mr. Verma entitled to \$1,000 in punitive damages?

27. Mr. Verma provided a copy of a Reddit page showing other customers unsatisfied with Samsung's trade-in practices. Mr. Verma relies on this page and his own experience to support the finding that Samsung has shown a pattern of breaching its duty of good faith and fair dealing.

28. Mr. Verma relies on those other customers' experiences and his own emotional distress and inconvenience to support an award of \$1,000 in punitive damages.
29. Punitive damages are awarded to deter a wrongdoer's conduct rather than to compensate a victim. They are only awarded where the wrongdoer's conduct is so outrageous or egregious that the court, or CRT, wants to condemn it. Its purpose is to deter others in society from behaving in a similar manner (see: *Hill v. Church of Scientology of Toronto*, 1995 CanLII 59 (SCC) at paragraph 196).
30. Further, punitive damages should be resorted to only in exceptional cases and with restraint (see: *Whiten v. Pilot Insurance Co.*, 2002 SCC 18 at paragraph 69). They should only be used in cases of high-handed, malicious, arbitrary or highly reprehensible conduct.
31. I do not make any findings about Samsung's alleged "pattern of conduct" in other cases, as I find one Reddit page is insufficient to support such a finding.
32. With respect to Mr. Verma's case, while Samsung's reduction was somewhat arbitrary, I find Samsung did have a basis for reducing the trade-in amount. As I found that basis was not sufficient, I have ordered it to compensate Mr. Verma for the \$87. I find there is no evidence Samsung engaged in high-handed, malicious, or highly reprehensible conduct. So, I dismiss Mr. Verma's claim for punitive damages.
33. The *Court Order Interest Act* (COIA) applies to the CRT. Mr. Verma is entitled to pre-judgment interest on the \$87 from July 5, 2023, the day Samsung charged him, to the date of this decision. This equals \$7.66.
34. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. While Mr. Verma was only partially successful in his overall claims, I find he was successful in the underlying claim for \$87. So, I find it appropriate that he is entitled to reimbursement of \$125 in CRT fees. Mr. Verma did not claim any dispute-related expenses.

35. Samsung asked for this dispute to be dismissed “with costs”, which I infer is a request for reimbursement of legal fees. However, Samsung was not successful, and the CRT does not generally award legal fees except in extraordinary cases. I find this is not an extraordinary case, and in any event, Samsung did not provide a copy of any legal invoices.

ORDERS

36. Within 30 days of the date of this decision, I order Samsung to pay Mr. Verma a total of \$219.66, broken down as follows:

- a. \$87 in debt,
- b. \$7.66 in pre-judgment interest under the COIA, and
- c. \$125 in CRT fees.

37. Mr. Verma is entitled to post-judgment interest, as applicable.

38. I dismiss Mr. Verma’s claim for punitive damages.

39. This is a validated decision and order. Under CRTA section 58.1, 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.

Amanda Binnie, Tribunal Member

¹This has been amended under 64(b) to correct an accident or inadvertent error about Samsung’s representative.