



Civil Resolution Tribunal

Date Issued: June 3, 2025

File: SC-2024-004663

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Cornborough v. Visions Electronics Limited Partnership*, 2025 BCCRT 746

B E T W E E N :

TODD CORNBOROUGH

APPLICANT

A N D :

VISIONS ELECTRONICS LIMITED PARTNERSHIP

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about an extended warranty. The applicant, Todd Cornborough, says the respondent, Visions Electronics Limited Partnership (Visions), issued him a store credit instead of a replacement for his radar detector. He claims \$649.99 as the current model cost of the same item. Mr. Cornborough represents himself.

2. Visions says their maximum liability under the warranty is the original purchase amount. It says it issued Mr. Cornborough a store credit for that amount, so it does not owe anything more. An employee represents Visions.

JURISDICTION AND PROCEDURE

3. 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.
4. 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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I am properly able to assess and weigh the documentary evidence and submissions before me.
5. 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.
6. 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.

ISSUE

7. The issue in this dispute is whether Visions breached the warranty on the radar detector, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

8. As the applicant in a civil proceeding, Mr. Cornborough must prove his claim on a balance of probabilities. This means that the relevant evidence must show that it is more likely than not that the claim is proven. If the elements of the claim are not proved on the balance of probabilities, the claim will be dismissed.
9. Visions did not provide any evidence, although given the opportunity to do so. In submissions, Visions referred to a website link to its warranty provisions. It did not provide the actual website pages. CRT staff instruct parties not to provide website links as evidence because website content may change over time. There is no way for a CRT member to know whether they are viewing the same content that parties viewed. So, I did not review or rely on the website link in coming to my decision.
10. I have considered each party's submissions and Mr. Cornborough's documentary evidence, but refer only to the evidence and argument that I find relevant to explain my decision.
11. The parties agree that on January 7, 2021, Mr. Cornborough bought an Escort Max2 radar detector from Visions for \$398. He also purchased an extended warranty. On April 5, 2024, he returned the radar detector to the store for warranty repair.
12. On April 10, 2024, Visions service manager told Mr. Cornborough it was issuing him a store credit for \$398 under the warranty, instead of fixing the unit.
13. So, the question before me is whether the warranty requires Visions to replace the radar detector, or if it has the discretion to issue a store credit for the original purchase amount.
14. The original invoice is not in evidence. Mr. Cornborough provided a copy of the Extended Service Plan, which Visions does not dispute contains the warranty.
15. Mr. Cornborough says the warranty requires Visions to provide a comparable replacement item. He says the current model of the same radar detector, the Escort

Max3, is \$649.99 and claims that amount. In support of Mr. Cornborough's argument, the relevant warranty terms are:

- a. Money Back Extended Service Plan (ESP) Rebates. ... If the covered unit(s) fails to perform under these terms and during the coverage period, Visions Electronics will **repair or replace the product(s) with the current equivalent(s)** or parts, without charge to the customer for parts and labor. ...
- b. Coverage Period. ... 2(a). Should the purchased product ... not [be] economical to repair, Visions may, at their discretion provide the Customer with a **new similar unit** at no charge to the customer. Visions will attempt to replace the original product with the same brand but reserves the right to substitute brands when necessary. ...
- c. For "open-box," demo items, and items where **a comparable replacement item is not available**, Visions Electronics may, at their discretion, issue a credit in the amount of the original purchase price, (less 30% depreciation for the first year/partial year, and 15% depreciation for every subsequent year/partial year) and the unused portion of the ESP, instead of providing replacement product.

[Emphasis mine]

- 16. Visions says it has issued store credit in the amount of the original purchase price, so it has met its obligations under the warranty. Visions does not say the Escort Max3 is not available or that it is not a comparable unit. So, I find the warranty did not give Visions the option to provide a store credit.
- 17. I find that by providing a store credit instead of replacing the unit, Visions has breached the warranty.
- 18. Visions says its maximum liability under the warranty is the original purchase price of \$398. In support of Visions argument, the relevant warranty terms are:

- a. Liability of Visions Electronics under the ESP. ... Visions is strictly limited to their obligation specified in this document and on the invoice. All of these obligations are subject to and limited by the exclusion, limitations and conditions in this document. ...
 - b. Visions Electronics is not to be liable for any damage or misuses how-so-ever caused, whether directly or indirectly, to the covered product or its components. The **maximum liability** of Visions Electronics under this ESP shall never exceed the purchase price of the warranted product.
19. I note that the warranty has no heading for exclusions or limitations. Instead, the maximum liability sentence I note above is in a paragraph under the heading "Coverage Period."
20. A warranty is a promise to repair future damage.¹ It is an accepted principle of contract law that any ambiguities in the terms used in a warranty should be interpreted against the party who drafted it.²
21. In this dispute, the specific instance warranty condition of the unit having "failed to perform" applies, and Visions had the options to repair or replace the unit. Visions says the unit was "deemed unrepairable" so I infer it was not economical to repair. As set out in clause 2(b), Visions then had discretion to provide Mr. Cornborough with a "new similar unit" at no charge.
22. Visions' interpretation of the effect of the maximum liability term is not reasonable when the entire warranty is considered. I find the maximum liability clause is ambiguous or imprecise when looking at the warranty document as a whole. If the hidden maximum liability sentence is interpreted to cover the entire warranty, it would have the practical effect of nullifying the purpose for which the warranty was sold, as I find it unlikely that any electronic unit after 3 or 5 years can be replaced with a similar unit for the same amount as the original purchase price.

23. So, I interpret the maximum liability clause to apply only to units that are damaged or misused, as detailed in the sentence immediately before that clause, in the same paragraph.
24. I next consider the remedy. Mr. Cornborough claims the monetary amount to replace the Escort Max2 radar detector with the Escort Max3 model. A cash remedy is not an option under the warranty. While the CRT may order such a remedy, Mr. Cornborough did not provide any evidence showing the cost of a new detector.
25. Instead, the warranty provides that Visions will replace the unit with the current equivalent, or a new similar unit, if possible of the same brand.
26. Under the CRT's small claim's jurisdiction, I may only order injunctive relief in very limited circumstances. CRTA section 118(1)(c) says this includes specific performance of an agreement relating to personal property or services. As the parties did not provide information about the current equivalent to the Escort Max2 radar detector, or the value of that item, I find the appropriate remedy is for specific performance of the warranty.
27. So, I order Visions to provide Mr. Cornborough the current equivalent of an Escort Max2 radar detector, or a similar unit, carried by it in-store or online, without charge.
28. 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. I find Mr. Cornborough is entitled to reimbursement of \$125 in CRT fees. Visions did not pay CRT fees.

ORDER

29. Within 30 days of this decision's date, I order Visions to:
 - a. Provide to Mr. Cornborough the current equivalent of an Escort Max2 radar detector, or a similar unit, carried by it in-store or online, without charge, and

b. Pay Mr. Cornborough \$125 in CRT fees.

30. Mr. Cornborough is entitled to post-judgment interest, as applicable.

31. 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.

Deanna Rivers, Tribunal Member

¹ *Gallen v. Allstate Grain Co.*, 1984 CanLII 752 (BCCA).

² *Manulife Bank of Canada v. Conlin*, 1996 CanLII 182 (SCC); *Consolidated-Bathurst Export Ltd. v. Mutual Boiler and Machinery Insurance Co.*, 1979 CanLII 10 (SCC).