



# Civil Resolution Tribunal

Date Issued: July 15, 2025

File: SC-2024-005552

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Blaser v. Campbell*, 2025 BCCRT 962

B E T W E E N :

ANITA BLASER and GILLES LADOUCEUR

**APPLICANTS**

A N D :

MELANIE CAMPBELL and ANNICK ROCCA

**RESPONDENTS**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. The applicants, Anita Blaser and Gilles Ladouceur, bought a house from the respondent Melanie Campbell. The applicants say Melanie Campbell breached the contract of purchase and sale (CPS) by failing to leave parts of the audio-visual system. They claim \$2,466.61 to replace the missing parts. The applicants also claim against the respondent Annick Rocca, Melanie Campbell's realtor.

2. Melanie Campbell says the CPS did not require them to leave the parts the applicants claim for. They also say the applicants' claim is for upgrades to the very old system that the applicants are not entitled to.
3. Annick Rocca is not a party to the CPS, so they say they are not responsible for any contractual breach. They also say they were not negligent, and did not misrepresent any of the items included in the CPS to the applicants.
4. Mrs. Blaser represents the applicants. Melanie Campbell and Annick Rocca are each self-represented. I refer to Melanie Campbell and Annick Rocca by their full names because that is what Melanie Campbell requested, and Annick Rocca did not provide their title. I also use gender-neutral pronouns when referring to the respondents, as none were specified.

## **JURISDICTION AND PROCEDURE**

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.
6. 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 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.
7. 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.

8. 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.

### ***Preliminary issue – service of Dispute Notice***

9. Melanie Campbell says they were not properly served with the applicants' Dispute Notice. They say the applicants sent a package to Annick Rocca that included two envelopes addressed to them. Annick Rocca gave the envelopes to Melanie Campbell, and they "chose to respond to (the applicants') notice of claim".
10. I find Melanie Campbell received the applicants' Dispute Notice and had the chance to respond to it, which they did. Even if the applicants did not serve Melanie Campbell in accordance with the applicable CRT rule 2.3, I find there would be no useful purpose in delaying the proceedings to correct this technical error, as all the parties had a fair opportunity to make written submissions and provide documentary evidence.

## **ISSUE**

11. The issue in this dispute is whether Melanie Campbell or Annick Rocca, or both, are responsible for the applicants' claimed amount for audio-visual equipment.

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to information I find necessary to explain my decision. The applicants did not provide final reply submissions, despite being given the chance to do so.

### ***Did Melanie Campbell breach the CPS?***

13. The applicants and Melanie Campbell agreed to the CPS on January 15, 2024. The applicants say after they moved in, they “noticed in the Media room that a whole bunch of items were missing and there was just some cables left and labeled with what was attached”.
14. The CPS says items included in the sale were, among others, “all A/V components including Sonos, speakers, sound systems and control panels”. The first part of the next bullet point is crossed out and initialed by the applicants and Melanie Campbell, but the last part says, “speakers in the media room. All televisions in all rooms including any electronic control devices”.
15. Melanie Campbell says the reference to “speakers in the media room” is vague, and they interpreted it to mean only the wall-mounted speakers, not their personal free-standing sound towers, the centre speaker, and the subwoofer, all of which they took with them. In support of this interpretation, Melanie Campbell notes the CPS specified “all televisions” and “any electronic control devices”, as well as the “couch in media room”. They suggest if the applicants meant to include all speakers in the media room, including the free-standing and centre ones and the subwoofer, then they could have said that in the CPS, which was drafted by their realtor.
16. Melanie Campbell also cites two cases, where they say the court found speakers and entertainment systems were chattels (personal property) rather than fixtures, and so were not included in the sale. I was unable to locate either of these cases. I find it likely they are “hallucinations”, where artificial intelligence generates false or misleading results. The courts, and previous CRT decisions, have discussed the inherent risk of relying on unregulated generative artificial intelligence tools, and caution that using such tools is not a substitute for professional advice (see, for example, *Zhang v. Chen*, 2024 BCSC 285, *Floryan v. Luke et al.*, 2023 ONSC 5108, and *Yang v. Gibbs (dba D & G Cedar Fencing)*, 2024, BCCRT 613.)

17. I disagree that the reference to “speakers in the media room” is vague. I find that when read together with the first bullet point, it is clear the CPS included all speakers that were part of the audio-visual system including those in the media room, wall-mounted or not. Contrary to what Melanie Campbell suggests, I find the second bullet was not meant to be read in isolation from the first one. The common-sense approach to contractual interpretation involves reading the contract as a whole, consistent with the surrounding circumstances known to the parties when they entered it (see *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at paragraph 47).
18. Based on the above, I find Melanie Campbell breached the CPS by removing the free-standing sound towers, the centre speaker, and the subwoofer from the house.
19. Damages for breach of contract are generally meant to put the innocent party in the position it would have been in had the contract been performed (see *Water’s Edge Resort v. Canada (Attorney General)*, 2015 BCCA 319 at paragraph 39).
20. Apart from the speakers Melanie Campbell admits she took, the applicants did not identify any other specific audio-visual equipment they say was missing. They provided two receipts from an electronics store totaling \$2,466.61, the claimed amount, for audio-visual equipment and other possibly-related items. However, the receipts are in someone else’s name with a different address to the applicants. The applicants did not explain this. So, I find their claimed amount unproven.
21. The other problem for the applicants is that the audio-visual system equipment was undisputedly between 14 and 20 years old and the subwoofer did not work. Unlike the appliances, the CPS did not require the audio visual components to be “in good working order upon possession”. I find it unlikely the replacement value of such equipment would be very high in most cases, given its age.
22. Without evidence of the free-standing sound towers’, the centre speaker’s, and the subwoofer’s replacement value, I have very little on which to base a reasonable assessment of damages. So, using conservative figures, I award \$50 for the sound

towers, \$50 for the centre speaker, and nothing for the inoperative subwoofer. I order Melanie Campbell to pay the applicants \$100 in damages.

***Is Annick Rocca also responsible for the missing audio-visual equipment?***

23. The applicants do not state the legal basis for their claim against Annick Rocca. Since Annick Rocca is not a party to the CPS, I have not considered breach of contract. However, I have considered whether the applicants have a negligence claim against Annick Rocca.
24. To succeed in negligence, the applicants must first show Annick Rocca owed them a duty of care. In *Gordon v. Krieg*, 2013 BCSC 842, the BC Supreme Court held that when a buyer has their own realtor, the seller's realtor owes no duty of care to the buyer. Otherwise, this would put a seller's realtor in a conflict of interest with their own client. Finding a seller's realtor owes a duty of care to the buyer in this situation would have the practical effect of imposing dual agency on parties who specifically contracted for sole agency.
25. Based on the above, I find Annick Rocca did not owe the applicants a duty of care. It follows that the applicants have not established Annick Rocca was negligent. I dismiss the applicants' claim against Annick Rocca.

**INTEREST, FEES AND DISPUTE-RELATED EXPENSES**

26. The *Court Order Interest Act* applies to the CRT. However, the applicants specifically waived their entitlement to pre-judgment interest, so I order none.
27. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The CRT often awards partial fees where an applicant was partly successful. In previous decisions, the CRT has declined to do so where the applicant received a very small percentage of their initial claim (see, for example, *Pivnick v. Planet Lazer Entertainment Ltd.*, 2023 BCCRT 7, *Sabok Sir v. Kybow Holdings Ltd. dba Skimmerhorn Inn*, 2022 BCCRT 622, and *West Coast Car*

*Rental Inc. v. Shrestha*, 2021 BCCRT 53). Previous CRT decisions are not binding on me, but I agree with this approach. I find the applicants were minimally successful, so I dismiss their claim for fees. None of the parties claimed dispute-related expenses.

## **ORDERS**

28. Within 30 days of the date of this decision, I order Melanie Campbell to pay the applicants a total of \$100 in damages.
29. The applicants are entitled to post-judgment interest, as applicable.
30. I dismiss the applicants' claims against Annick Rocca.
31. This is a validated decision and order. 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.

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Megan Stewart, Tribunal Member