



Civil Resolution Tribunal

Date Issued: July 28, 2025

File: SC-2024-006166

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chaudhry v. Leon's Furniture Limited*, 2025 BCCRT 1051

B E T W E E N :

ASGHAR MOHAMMAD CHAUDHRY

APPLICANT

A N D :

LEON'S FURNITURE LIMITED / MEUBLES LEON LTEE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, Asghar Mohammad Chaudhry, bought a Sealy mattress from the respondent, Leon's Furniture Limited / Meubles Leon Ltee (Leon). The mattress had a 10-year warranty.

2. Mr. Chaudhry says the mattress sagged within one year. Sealy denied his warranty claim, saying he failed to meet certain conditions in how he used the mattress. Sealy is not a party to this dispute. Mr. Chaudhry says Leon was obligated, but failed, to disclose the warranty conditions when he bought the mattress. He claims a refund of the \$1,151.92 he paid for the mattress and a mattress protector. Mr. Chaudhry represents himself.
3. Leon says Mr. Chaudhry was responsible for making himself aware of Sealy's warranty conditions, and it is not liable for Mr. Chaudhry's failure to comply with the warranty. It says I should dismiss the claim. Leon is represented by an employee or principal.
4. As I explain below, I dismiss Mr. Chaudhry's claim.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing.
7. 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.

ISSUE

8. The issues in this dispute are:

- a. Was Leon required to inform Mr. Chaudhry of the warranty conditions, and, if so, did it?
- b. What remedy, if any, is appropriate?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Chaudhry must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. On April 1, 2023, Mr. Chaudhry purchased from Leon a Sealy queen mattress for \$949.50 and a queen mattress protector for \$79.00. With taxes the total was \$1,151.93. The receipt indicated the mattress came with a warranty, and referred customers to a webpage that is not in evidence. Mr. Chaudhry undisputedly did not purchase a box spring or bed from Leon.
11. Leon delivered the mattress on April 4, 2023 and supplied the warranty card at that time. Mr. Chaudhry says he did not receive the warranty card, but I find this unlikely. Leon submitted a photo showing a stack of mattresses wrapped in plastic with warranty cards included. While it is possible that Mr. Chaudhry's mattress somehow did not include this warranty card, he carries the burden of proving this. I find he has not done so.
12. Mr. Chaudhry says the mattress sagged within a year. In April 2024, Mr. Chaudhry made a warranty claim by email through a Leon's customer service agent. He was required to submit several photos, including photos of his bedframe and box spring.
13. On April 22, Leon's customer service agent advised Mr. Chaudhry that Sealy had denied the claim for two reasons. First, his bed frame did not have a centre support, which Sealy said can cause mattress sagging issues. Second, his box spring was not a Sealy mattress box spring.

14. The copy of the Sealy warranty in evidence said the warranty only covered manufacturing defects when the mattress or foundation was used with a bed frame that provides continuous support. It went on to say the mattress must be supported by a Sealy boxspring or an “approved lifestyle foundation”, which appears to include a wood slat bed frame or a bed frame with a rigid bridge bar in the middle with a supporting leg.
15. This is not a claim for breach of warranty, which would have to be made against Sealy. So, I have not considered whether Mr. Chaudhry complied with the warranty’s conditions. The issue before me is what was required of Leon as a mattress retailer.
16. Mr. Chaudhry alleges that Leon failed to make him aware of the warranty’s conditions so he could comply with them by purchasing a Sealy box spring or a different bed frame. Specifically, he says a Leon salesperson verbally told him the mattress had a 10-year manufacturer’s warranty, but did not tell him about the conditions. Although he does not use the term, I find in essence Mr. Chaudhry argues that Leon negligently misrepresented the mattress’s warranty by failing to provide the full terms and conditions or at least explain its limitations at the time of purchase.
17. To succeed, Mr. Chaudhry must establish that the Leon salesperson breached the applicable standard of care. Mr. Chaudhry submitted no evidence about the standard of care of a salesperson selling a product under warranty. He did not direct me to any legal decisions on the applicable standard of care. I find there is no obvious breach of the standard of care. On this point, I agree with Leon that it would be unreasonable to suggest that a salesperson should be required to take each customer through all the details of the manufacturer’s warranty for each product the customer purchases.
18. There is no suggestion that Mr. Chaudhry asked any questions about the warranty or asked to see a written copy of it. Further, I found above that he was given the warranty card when Leon delivered the mattress. This means he could have

complied with the conditions before he started using the mattress. He also undisputedly could have returned the mattress to Leon at that time for a refund.

19. Ultimately, I agree with Leon that it had a contract to supply Mr. Chaudhry with a mattress, and it did so. The fact that Mr. Chaudhry used the mattress in a way that voided the warranty does not entitle him to a refund from Leon. With that, I dismiss Mr. Chaudhry's claim.
20. Under CRTA section 49 and the CRT rules, as Mr. Chaudhry was unsuccessful, I dismiss his claim for CRT fees. Leon did not pay CRT fees and neither party claims dispute-related expenses.

ORDER

21. I dismiss Mr. Chaudhry's claims.

Micah Carmody, Tribunal Member