



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Niwa-Heinen v. Apple Canada Inc.*, 2025 BCCRT 1273

B E T W E E N :

ADORA NIWA-HEINEN

APPLICANT

A N D :

APPLE CANADA INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. The applicant, Adora Niwa-Heinen, purchased a new MacBook Pro from the respondent, Apple Canada Inc. Cracks appeared in the MacBook's screen just under 1 year after she purchased it. Ms. Niwa-Heinen paid to repair the screen, however, cracks appeared again around 8 months later. Ms. Niwa-Heinen claims \$2,000 for the repair cost and compensation for issues with the repaired screen.

2. Apple says the MacBook was not defective and any issues with the screen were caused by accidental damage while in Ms. Niwa-Heinen's possession. It says this type of damage is not covered under its warranty and that it is not liable for any damages under the *Sale of Goods Act* or any other consumer protection legislation.
3. Ms. Niwa-Heinen is represented by her father, Peter Heinen, who is a lawyer. Apple is represented by a lawyer, Rachel Abrahams.
4. For the reasons below, I allow Ms. Niwa-Heinen's claims and order Apple to pay her \$2,000.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The 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.
6. CRTA section 39 says the CRT has discretion to decide the hearing's format. Both parties have lawyers and neither requested an oral hearing. Some issues, such as the cause of the cracks in the MacBook screen, do depend on Ms. Niwa-Heinen's credibility. However, I find that I can resolve these issues based on affidavits, reports from the company which repaired the MacBook, and other documentary evidence. Given that the amount claimed is relatively low, and bearing in mind the CRT's mandate to provide speedy, economical, and flexible dispute resolution, I find that an oral hearing is not necessary in this case.
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.
8. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Must Apple pay Ms. Niwa-Heinen \$968.80 for the screen repair's cost?
 - b. Must Apple pay Ms. Niwa-Heinen damages because the MacBook's screen cracked after the repair?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Niwa-Heinen, as the applicant, must prove her 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.

Background

11. Ms. Niwa-Heinen purchased a new 2020 MacBook Pro from Apple on October 4, 2020. She says that, in late September 2021 while watching a movie, the MacBook's screen suddenly showed cracks coming from the bottom left corner.
12. On October 2, 2021, Ms. Niwa-Heinen took the MacBook to TLD Computers, which is an authorized Apple service provider. TLD's report from this visit says the MacBook had an internal fracture on the left side of the display with multiple cracks.
13. Ms. Niwa-Heinen and her father contacted Apple to see if Apple's 1 year warranty would cover the screen repair. Apple refused to pay for the repair, saying the damage was not covered under its warranty.
14. I note that the *Limitation Act* required Ms. Niwa-Heinen to start this CRT dispute within 2 years of discovering this claim. She applied for dispute resolution at the CRT on October 24, 2023, meaning she must have discovered this claim on or after October 24, 2021. The date of discovery, being the date Apple denied coverage under its warranty, is unclear. TLD's October 2, 2021 report says the screen repair

was not covered by Apple's warranty. However, Ms. Niwa-Heinen says in her affidavit that TLD advised her to contact Apple because it had previously repaired similar issues under warranty for other customers. In her submissions, she says that Apple confirmed to Peter Heinen that it would not pay for the repair in November 2021. Apple does not dispute this and did not raise a limitation defence. So, I find that Ms. Niwa-Heinen discovered this claim in November 2021 and she started this proceeding within the required 2-year limitation period.

15. Ms. Niwa-Heinen eventually paid \$968.80 to repair the MacBook on May 14, 2022. She says cracks in the screen appeared again around January or February 2023. She was overseas at the time. Her father bought her a new laptop and took the damaged MacBook back to TLD. TLD's report dated August 23, 2023, noted there was another internal screen fracture causing cracks in the bottom right of the display.

Must Apple pay Ms. Niwa-Heinen \$968.80 for the screen repair's cost?

16. Apple does not deny that the screen cracks first appeared in September 2021 within the MacBook's 1-year warranty. The warranty covers defects in materials and workmanship when the MacBook is used normally. Among other things, the warranty specifically excludes coverage for damage caused by accident, abuse, misuse, or other external cause.
17. Apple says Ms. Niwa-Heinen's claim must fail because she did not provide expert evidence proving the screen cracks were caused by a defect in materials or workmanship. I disagree. The Supreme Court of Canada in *Schreiber Brothers Ltd. v. Currie Products Ltd.*, [1980] 2 SCR 78, held that a buyer is not required to show how the defect arose. Instead, a buyer can indirectly prove there was a defect in materials or workmanship by eliminating all other probable causes.
18. I do not accept Apple's argument that the MacBook's screen cracks were caused by accidental damage or another external cause. Ms. Niwa-Heinen's partner, EGU, said in his affidavit that cracks appeared in the MacBook's screen while he and Ms.

Niwa-Heinen were watching a movie. EGU confirmed that the MacBook was not dropped or hit when the cracks appeared. Apple did not dispute EGU's account or provide any reason to doubt EGU's statements. So, I accept that the screen cracks first appeared during ordinary use of the MacBook.

19. I find support in this conclusion in reviewing TLD's reports. The October 2, 2021 report said the MacBook had an internal fracture, but was otherwise in good condition. The November 12, 2021 report said the display had multiple cracks, but the enclosure was in good condition. The August 23, 2023 report said the screen issue was caused by physical damage, but noted specifically that there were "no signs of external impact point". None of the TLD technicians noted any damage to the MacBook's exterior. This suggests that the MacBook's screen issues were not the result of accidental damage from an impact or drop while in Ms. Niwa-Heinen's possession.
20. Apple relies on an affidavit from SY, a manager at TLD, who said that manufacturing defects in a MacBook's screen are always recorded on TLD's reports as a single crack. SY concluded that the references to multiple cracks in TLD's reports meant that the MacBook's screen cracks were caused by physical damage that was not covered by Apple's warranty. However, I place little weight on SY's affidavit for three reasons.
21. First, how defects appear in a MacBook's screen is a subject outside ordinary experience which requires expert evidence from someone knowledgeable about the manufacture of MacBooks screens. While I accept that SY has expertise in repairing MacBooks, their affidavit does not list any sort of education or experience related to the manufacture of MacBook screens. So, I find that SY does not have the expertise to offer an opinion about MacBook screen manufacturing defects.
22. Second, SY said that a defect in a MacBook's screen will always be a single crack. However, SY provided no justification for this blanket statement. A defect, such as an excessively fragile screen, could presumably lead to multiple cracks through

ordinary use. I find that SY's failure to explain the basis for their opinion makes their conclusion about the cause of the MacBook's screen cracks unreliable.

23. Third, SY did not inspect Ms. Niwa-Heinen's MacBook and was interpreting another TLD technician's notes. SY's evidence conflicts directly with Ms. Niwa-Heinen's and Peter Heinen's affidavits which say that TLD's technicians all said that 2020 MacBook Pros have reoccurring issues with internal screen fractures. Without evidence directly from a TLD technician that examined the MacBook, I find that I cannot draw any conclusions about multiple cracks in a screen meaning there was physical damage caused by an accident or external cause.
24. Apple also provided its own internal record which says that the MacBook was repaired after suffering impact damage from a drop or hit. I place no weight on this document because Apple did not explain who made this record or what information it was based on. Impact damage is not noted in any of the TLD reports. There is no evidence that any Apple employee examined the MacBook. I find that Apple's internal record is self-serving and unreliable.
25. I conclude that Ms. Niwa-Heinen did not crack her MacBook's screen through accident, abuse, misuse, or other external cause. Apple did not suggest any other plausible cause of the screen cracks. The MacBook was purchased new in October 2020 and EGU confirmed that the screen cracked during ordinary use. So, having eliminated other probable causes and considering the surrounding circumstances, I find it most likely that a defect in Apple's materials or workmanship caused the screen cracks.
26. In coming to my decision, I did not rely on Ms. Niwa-Heinen's evidence about an American class action, *Almeida v. Apple, Inc.*, posts from Apple's discussion forum, or a media article about MacBook screens. I cannot make any findings based on the unproven allegations in *Almeida's* pleadings, statements from anonymous forum posters, or theories in a media article about why some users were reporting MacBook screen cracks.

27. So, what are Ms. Niwa-Heinen's damages? Damages for breach of contract are meant to put the innocent party in the same position as if the contract had been performed. Here, Ms. Niwa-Heinen paid \$968.80 to repair the laptop which should have been covered by Apple's warranty. So, I order Apple to pay Ms. Niwa-Heinen \$968.80.

Must Apple pay Ms. Niwa-Heinen damages because the MacBook's screen failed after the repair?

28. As noted above, Ms. Niwa-Heinen repaired the MacBook in May 2022, however, the screen showed cracks again around January or February 2023. As I found above that a defect caused the screen cracks in September 2021, I find it most likely that the same defect caused these cracks again in early 2023.

29. The parties agree that Ms. Niwa-Heinen was not covered under her original warranty or the 3-month warranty she had following the screen repair. Instead, Ms. Niwa-Heinen claims damages under the *Sale of Goods Act* (SGA) which implies warranties into every sale of goods contract. SGA section 18(a) says that goods must be reasonably fit for their express or implied purpose. SGA section 18(b) says that goods must be of merchantable quality. SGA section 18(c) says that goods must be durable for a reasonable period having regard to their normal use and the surrounding circumstances of the sale.

30. Apple says in its Dispute Response that the warranties in SGA section 18 are inconsistent with the express terms of its warranty, so they do not apply. However, SGA section 20(2) says that an agreement to purchase new goods cannot diminish the warranties in SGA section 18. So, I find that any term in Apple's warranty which diminishes the warranties in SGA section 18 is either severable or void.

31. Ms. Niwa-Heinen's MacBook worked for almost 1 year, so I find that it was reasonably fit for its purpose and of merchantable quality. However, I find that Apple breached SGA section 18(c) because the MacBook was not durable. I accept Ms. Niwa-Heinen's uncontradicted evidence that MacBooks are marketed for active

students, meaning the MacBook's normal use required it to be durable enough to withstand daily use and transport. In this case, the MacBook's screen cracked in less than 1 year and again around 8 months after being repaired. I find that the MacBook was not durable for a reasonable period considering that the MacBook was purchased new and cost over \$1,500.

32. I turn to damages. Ms. Niwa-Heinen claimed a total of \$2,000 in her Dispute Notice and I have already awarded her \$968.80. I find it would be procedurally unfair to award more than what Ms. Niwa-Heinen claimed in her Dispute Notice, meaning she can only claim the remaining \$1,031.20.
33. Ms. Niwa-Heinen used the MacBook, so the parties cannot be restored to their original position. This means rescission, leading to a full refund of the MacBook's purchase price, would not be appropriate. Instead, SGA section 56(3) says Ms. Niwa-Heinen is entitled to the difference between the MacBook's value and its value if there was no breach of the warranty in SGA section 18(c).
34. Ms. Niwa-Heinen received some value from the MacBook because it worked for just under 1 year and, after the screen was repaired, around 8 months. However, the MacBook is no longer useable and I agree with Ms. Niwa-Heinen that repair was not a reasonable option given the MacBook's reliability. I also accept that Ms. Niwa-Heinen suffered distress and inconvenience which were foreseeable consequences of her MacBook failing twice during her university studies. In these circumstances, I find that \$1,031.20 is a reasonable amount of damages and order Apple to pay Ms. Niwa-Heinen this amount. In total, I order Apple to pay Ms. Niwa-Heinen \$2,000.
35. Given my findings above, I do not need to consider Ms. Niwa-Heinen's alternate claims under the *Business Practices and Consumer Protection Act*, the law of negligent misrepresentation, or the law of unjust enrichment.

FEES, EXPENSES, AND INTEREST

36. The *Court Order Interest Act* applies to the CRT. Ms. Niwa-Heinen is entitled to pre-judgment interest on the \$968.80 from May 14, 2022, the day she paid to repair the MacBook, to the date of this decision. This equals \$126.09. I find that she is entitled to pre-judgment interest on the \$1,031.20 from March 25, 2023, the date her father sent her a replacement laptop, to the date of this decision. This equals \$114.33. In total, Ms. Niwa-Heinen is entitled to \$240.42 in pre-judgment interest.
37. 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. Ms. Niwa-Heinen was successful, so I order Apple to pay her \$125 for her CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

38. Within 30 days of the date of this decision, I order Apple to pay Ms. Niwa-Heinen a total of \$2,365.42, broken down as follows:
- a. \$2,000 as damages,
 - b. \$240.42 in pre-judgment interest, and
 - c. \$125 in CRT fees.
39. Ms. Niwa-Heinen is entitled to post-judgment interest, as applicable.
40. 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.

Peter Mennie, Tribunal Member

