



Civil Resolution Tribunal

Date Issued: September 17, 2025

File: SC-2024-006900

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Robson v. Xerox Canada Ltd. Xerox Canada Ltee*, 2025 BCCRT 1298

B E T W E E N :

ADRIAN ROBSON

APPLICANT

A N D :

XEROX CANADA LTD. XEROX CANADA LTEE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers, Vice Chair

INTRODUCTION

1. This dispute is about a printer maintenance program. In August, 2023, the applicant, Adrian Robson, purchased a printer from the respondent, Xerox Canada Ltd. Xerox Canada Ltee.

2. While speaking by phone with a sales representative, Mr. Robson learned about Xerox's eConcierge program. In exchange for registering in the program and making minimum purchases, Xerox would provide Mr. Robson with 4 years of maintenance beyond the 1-year warranty otherwise included with his new printer.
3. When Xerox later cancelled the program, Mr. Robson said it did so in violation of the parties' agreement. He claims \$5,000 for the anticipated cost of printer repairs.
4. Xerox says the program's terms allowed Xerox to cancel the program at any time. Xerox says even if I were to find the program's terms and conditions do not apply, Mr. Robson has not proved any actual loss, meaning he is not entitled to damages. It asks me to dismiss Mr. Robson's claim.
5. Mr. Robson is self-represented. The respondent is represented by its in-house lawyer, Frederick Rivest.
6. For the reasons that follow, I dismiss Mr. Robson's claims.

JURISDICTION AND PROCEDURE

7. The Civil Resolution Tribunal 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.
8. 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.

9. 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.
10. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

11. The issue in this dispute is whether Mr. Robson is entitled to damages for breach of contract.

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, Mr. Robson, as applicant, 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.
13. On August 29, 2023, Mr. Robson purchased a new printer, by telephone, from a Xerox salesperson he contacted through Xerox's website. While discussing the printer, the salesperson also told Mr. Robson about Xerox's eConcierge program.
14. In brief, the salesperson told Mr. Robson that if he followed certain steps, through eConcierge, he could receive 4 years of maintenance on his new printer beyond the printer's 1-year warranty. To receive the benefit, the salesperson told Mr. Robson he would need to register for the program after having his new printer delivered, and within the printer's included 1-year warranty period. In addition, Mr. Robson would need to purchase at least 2 qualifying printer supplies through the eConcierge portal.
15. During the telephone conversation, Mr. Robson asked if he could purchase printer toner immediately and have that count towards his qualifying purchases. The salesperson said immediate toner purchases would qualify, so Mr. Robson bought 4 toner cartridges.

16. Once his printer arrived, Mr. Robson called CC, the Xerox employee responsible for the eConcierge program. CC collected the printer's serial number, asked for the toner receipts, and contact information. Mr. Robson says he left the telephone call believing he was registered in eConcierge.
17. In an affidavit, CC says their typical process when addressing customer calls about eConcierge was to take personal information, collect receipts for supply purchases, and to then manually adjust the quantity of supplies purchased on the customer's account. Presumably, CC did this final step to allow for supplies not purchased "through" the portal to be shown as such, even though they were made in advance.
18. CC does not give any evidence about their specific interaction with Mr. Robson.
19. In March 2024, Mr. Robson attempted to purchase more toner through the portal but was unable to do so. He eventually discovered Xerox had shut down the eConcierge program.

Law

20. Mr. Robson argues that his conversation with the salesperson and his purchase of toner cartridges and the printer formed an oral contract, entitling him to register for eConcierge, and to then receive the extended service. He argues that by ending the program, Xerox has breached the parties' contract. Mr. Robson says that had he known Xerox would close the eConcierge program, he would not have bought the printer. He claims damages of \$5,000.
21. As I note above, the onus is on Mr. Robson, as applicant, to prove all elements of his claim. Here, I find Mr. Robson has not provided any evidence of actual loss that would entitle him to damages.
22. The usual remedy for breach of contract is damages. Damages are intended to put the injured party in the position they would be in if the parties' contract had not been breached.

23. Since I can resolve this matter by looking at the issue of damages, I do not need to determine whether Mr. Robson's telephone conversation with the salesperson formed an enforceable contract. The result would be the same either way.
24. Here, Mr. Robson candidly admits he has not sustained any actual loss with respect to the printer. Instead, he asks for \$5,000 for "anticipated" repair costs. In submissions, Mr. Robson cites a number of potential costs, including a Xerox technician's approximate repair rates, unidentified parts that "can" exceed the printer's cost, charges associated with later disposing the printer, and the costs of a replacement printer. However, he does not allege a single dollar of actual loss to date.
25. So, even if I were to find Xerox breached the parties' contract, I would still dismiss Mr. Robson's claim for damages as speculative, not proven. Mr. Robson is not entitled to damages simply because he *may* suffer some future loss. Instead, he must show evidence of actual loss to prove his entitlement. He has not. It follows that I dismiss his claims, as he has not proven entitlement to damages.
26. 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. I see no reason in this case not to follow that general rule. I dismiss Mr. Robson's claim for CRT fees. Xerox did not pay any CRT fees, nor claim any dispute-related expenses.

ORDER

27. I dismiss Mr. Robson's claims.

Christopher C. Rivers, Vice Chair