



Civil Resolution Tribunal

Date Issued: February 29, 2024

File: SC-2023-003887

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Liu v. Bolylin Auto Group Ltd.*, 2024 BCCRT 206

B E T W E E N :

LUCIA JIA LIU

APPLICANT

A N D :

BOLYLIN AUTO GROUP LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a car consignment. The applicant, Lucia Jia Liu, says the respondent, Bolylin Auto Group Ltd. (Bolylin), breached the parties' contract. She says Bolylin paid her \$18,500 for BMW X1 instead of the agreed-upon price of \$19,000. She seeks the \$500 difference.

2. Bolylin disagrees. It says Ms. Liu sent her representative and family member, SL, to sell the car directly to the respondent. It says SL accepted \$18,500 on Ms. Liu's behalf under this agreement.
3. Ms. Liu represents herself. A lawyer, Dongdong Huang, represents Bolylin.
4. For the reasons that follow, I dismiss Ms. Liu's claim.

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 section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA 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.
6. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, 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.
7. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law.
8. Where permitted by section 118 of the CRTA, 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

9. The issue in this dispute is whether Bolylin must pay Ms. Liu \$500 for breach of contract.

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Liu must prove her claims on a balance of probabilities. This means more likely than not. 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.
11. The parties signed a written contract. Ms. Liu says they signed on November 8, 2022. Bolylin initially agreed in the Dispute Response but says this was an error. It says the parties signed the contract on February 8, 2023.
12. On balance, I find it likely that the parties signed the contract on February 8, 2023. I say this because someone wrote the same date by the signature line. Further, the same date appeared in another area of the contract. The contract said that it was effective for only 90 days from the handwritten date of February 8, 2023. I also find there is no documentary evidence to corroborate Ms. Liu's contrary submission.
13. The contract had the following other terms. Ms. Liu, as consignor, agreed to sell their car through Bolylin as consignee. If Bolylin sold the car, then Bolylin agreed to pay Ms. Liu \$19,000. If the car remained unsold after February 8, 2023, Bolylin would return the car to Ms. Liu.
14. The contract had 2 handwritten terms in Chinese. Bolylin says that one of these terms said, "If the vehicle was retaken before the expiry date of the Agreement, the fee is \$500". The other term was next to the signature line. According to Bolylin, it said, "Payment will be made after sale of the Vehicle".

15. In contrast, Ms. Liu says the Chinese terms stated that 1) she had to pay Bolylin \$500 if she reclaimed her vehicle before February 8, 2023, and 2) Bolylin would only pay Ms. Liu after selling the vehicle to a third party.
16. I find that Bolylin's translation is likely correct. This is because I have already found that the parties signed the contract on February 8, 2023, and that it commenced on that date. I find Ms. Liu's translation is likely incorrect because it is inconsistent with my findings about the start date and term of the contract.
17. Ms. Liu also says the Chinese terms were not binding as they were not "clearly outlined in the contract" or "agreed upon by both parties". However, I find they were likely binding given that they are part of the contract's written terms. There is no suggestion that Ms. Liu cannot read Chinese or was otherwise be unable to understand the written terms at the time she signed the contract.
18. Bolylin says the following occurred after the parties signed the contract. On April 5, 2023, Ms. Liu's family member, SL, visited Bolylin to ask for the car back. This was before the contract term was set to expire on May 9, 2023. Bolylin's representative said SL could either 1) retake the vehicle and pay \$500 under the contract, or 2) retake the vehicle and receive \$18,500, being the sale price less the \$500 fee. SL chose the latter option. The evidence shows that Bolylin provided SL a check for \$18,500 made payable to Ms. Liu. It is undisputed that Ms. Liu deposited the check. Bolylin says that SL returned on April 6, 2023 and was disruptive.
19. Ms. Liu provides a different version of events. She says she sent SL to retrieve the car on April 5, 2023. Bolylin's owner told SL that the car was still unsold, so they only agreed to pay \$18,500 for it. SL returned the next day to inspect the vehicle. I find this somewhat inconsistent with the fact that SL accepted \$18,500 for the vehicle. Bolylin denied access.
20. Overall, I prefer Bolylin's version of events. I say this in part because Ms. Liu was absent for the April 5 and 6, 2023 visits and provided no evidence from SL. The check

and its amount corroborate Bolylin's version of events, and the contract terms are also consistent with it.

21. Further, Ms. Liu provided no evidence from SL. When a party fails to provide relevant evidence, the CRT may make an adverse inference against them. An adverse inference is when the CRT assumes that the party did not provide the evidence because it would not help their case. I find that SL's evidence was relevant, and I make an adverse inference here because it is not before me.
22. It follows that I find Ms. Liu breached the contract by ending it early when she sent SL for the car. I find she was liable to pay Bolylin \$500. So, I find that Ms. Liu cannot rely on the original contract terms to expect full payment of \$19,000. I find it likely that she entered into a new contract to essentially sell the vehicle for \$19,000 to Bolylin through her agent SL, less the \$500 fee for early termination.
23. Ms. Liu says that SL was not her agent or representative and could not sell the car for \$18,500. The law of agency applies when a principal, such as Ms. Liu, gives authority to an agent, such as SL, to enter into a contract with third parties, such as Bolylin, on the principal's behalf.
24. Overall, I find it likely SL acted as Ms. Liu's agent and had authority to sell the car. As noted above, there is no evidence from SL. So, I make an adverse inference here on this issue as well.
25. Further, Ms. Liu's claim is consistent with a finding that she sold the car on April 5, 2023 to Bolylin, though allegedly for \$19,000 and not \$18,500. I say this in part because Ms. Liu did not request, as a remedy, for Bolylin to return the car, even though she says she originally sent SL to retrieve the car. Ms. Liu's allegation that SL was not her agent is inconsistent with her claim that a binding sale for \$19,000 occurred on April 5, 2023, in Ms. Liu's absence.
26. For all those reasons, I find Bolylin does not owe Ms. Liu any further compensation. I dismiss her claim.

27. Under section 49 of the CRTA 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 see no reason in this case not to follow that general rule. I dismiss Ms. Liu's claim for reimbursement. The parties did not claim any specific dispute-related expenses.

ORDER

28. I dismiss Ms. Liu's claim and this dispute.

David Jiang, Tribunal Member