



Civil Resolution Tribunal

Date Issued: July 5, 2024

File: SC-2023-005855

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Williams v. Sony of Canada Ltd.*, 2024 BCCRT 643

B E T W E E N :

CHANAN WILLIAMS

APPLICANT

A N D :

SONY OF CANADA LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about a defective television. The applicant, Chanan Williams, bought a television (TV) at Best Buy on November 3, 2022. Mr. Williams says the TV has not worked properly since an update that he performed in May 2023. The TV now flickers and turns black sporadically. Mr. Williams claims \$2,500 from the respondent, Sony of Canada Ltd., for replacement of the defective TV.

2. Sony says the TV is in working order and does not require replacement. Mr. Williams is self-represented. Sony is represented by an authorized employee.
3. For the reasons set out below I dismiss Mr. Williams' claim and this dispute.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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 court.
7. 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

8. The issue in this dispute is whether Sony must pay the replacement cost of Mr. Williams' TV.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, Mr. Williams must prove his claim 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.
10. On May 25, 2023, Mr. Williams submitted video evidence of the TV malfunction to Sony.
11. On June 2, 2023, after reviewing Mr. Williams' videos, Sony told Mr. Williams that the TV was working within specifications and that the difficulty Mr. Williams was experiencing was part of the transition from the standard setting to "Variable Refresh Rate" (VRR). Neither party explained what VRR is or when an owner might change from a standard setting to VRR.
12. Mr. Williams disputes Sony's conclusion that the TV works within specifications. Since Mr. Williams is the applicant, Mr. Williams must prove the TV is defective.
13. In a case like this, where the cause of the TV's issue is beyond ordinary knowledge, Expert evidence is required. This is generally the case where the subject matter is technical or beyond common understanding (See, eg: *Bergen v. Guliker*, 2015 BCCA 283).
14. Here, expert evidence, such as from a TV repair person or TV programmer, could address the TV's issue. Since Mr. Williams did not provide any expert evidence, I find he has not proved the TV is defective.
15. Mr. Williams also says that the TV is still under warranty and Sony should pay the cost of replacement under the warranty.
16. Mr. Williams did not provide his purchase invoice to the CRT. Without the invoice, I am unable to make any findings about the TV's purchase date, its original price, or the terms of the manufacturer's warranty and return policies. Without this evidence, I cannot make any findings about Sony's potential obligation to repay Mr. Williams under a manufacturer's warranty.

17. Section 18(a) of the *Sale of Goods Act* says there is an implied warranty in every sale of goods contract that the goods sold will be reasonably fit for a particular purpose where (1) that purpose is made known to the seller, (2) the buyer relies on the seller's skill or judgment, and (3) the seller's business is to supply those goods. Sony did not supply the TV directly to Mr. Williams. Sony is not a party to the sale of goods contract between Best Buy and Mr. Williams. So, I find that the implied warranties in the *Sale of Goods Act* do not apply to this dispute.
18. For these reasons, I dismiss Mr. Williams' claim and this dispute. However, I note that despite claiming \$2,500 for a replacement TV, Mr. Williams provided no documentary evidence about the replacement cost, such as an advertisement or quote. So, I would have dismissed Mr. Williams' damages as unproven in any event.
19. 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. Since Mr. Williams was unsuccessful, I dismiss his claim for CRT fees. Neither party claimed dispute-related expenses.

ORDER

20. I dismiss Mr. Williams' claim and this dispute.

Mark Henderson, Tribunal Member