



Civil Resolution Tribunal

Date Issued: January 13, 2022

File: SC-2021-004412

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Simpson v. Best Buy Canada Ltd./Magasins Best Buy Ltee*, 2022 BCCRT
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B E T W E E N :

JESSICA SIMPSON

APPLICANT

A N D :

BEST BUY CANADA LTD./MAGASINS BEST BUY LTEE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Trisha Apland

INTRODUCTION

1. This dispute is about a product warranty plan.
2. In 2020 the applicant, Jessica Simpson, bought a “GoPro Hero 7” from the respondent, Best Buy Canada Ltd./Magasins Best Buy Ltee (Best Buy). She also purchased a “Geek Squad Protection” plan (GSP). Ms. Simpson says the GoPro had

an “issue” and she went to a Best Buy store to return it on June 1, 2021. She says Best Buy’s employee told her to call Geek Squad and she would get a gift card replacement and it would transfer the GSP balance to another product. Ms. Simpson says this was false information because she only received a gift card. Ms. Simpson claims a total refund of \$91.18 (\$79.99, plus \$11.19 tax) for the alleged GSP balance.

3. Best Buy denies that its employee told Ms. Simpson she could transfer the GSP balance. It says Ms. Simpson returned her GoPro by mail to its warehouse and it issued a gift card in exchange under the GSP. It says this fulfilled the GSP terms and conditions.
4. Ms. Simpson is self-represented. Best Buy is represented by an employee.
5. For the reasons that follow, I dismiss Ms. Simpson’s claim.

JURISDICTION AND PROCEDURE

6. 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, and recognize any relationships between the dispute’s parties that will likely continue after the CRT process has ended.
7. 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.
8. 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. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

9. 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

10. The issue in this dispute is whether Best Buy must reimburse Ms. Simpson the claimed \$91.18 for the GSP.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, as the applicant Ms. Simpson must prove her claims on a balance of probabilities (which means “more likely than not”). Although she was given a reasonable opportunity to do so, Ms. Simpson submitted no documentary evidence in support of her claim.
12. I have read all the parties’ submissions but refer only to the evidence and argument that I find relevant to provide context for my decision.
13. As shown on the sales receipt, Ms. Simpson purchased a GoPro from Best Buy on August 5, 2020 for \$329.99, plus tax. She also purchased a 3-year GSP for the GoPro for \$89.99, plus tax. Geek Squad is a Best Buy subsidiary company.
14. The GSP is a warranty contract between Ms. Simpson and Best Buy. The relevant GSP terms say that if the product has a manufacturing defect or damage from a power surge, the purchaser may return the product one time during the plan term in exchange for a Best Buy a gift card (or store credit). The gift card will be at equal value to the product’s original purchase price and include tax. If the purchaser chooses to receive a gift card in exchange for the product, the GSP will immediately be “deemed fulfilled” and will not continue nor be applied to any replacement product purchased with the gift card. The GSP contract and benefits end on the earliest of the

expiring date, the date the plan is deemed fulfilled (1-time gift card replacement), or by a cancellation.

15. On June 1, 2021, Ms. Simpson went to Best Buy in Langley to return her GoPro and spoke with an employee about an “issue” with her GoPro. It is undisputed that the employee told her she needed to call Geek Squad to make a claim and it would issue a gift card replacement. However, Ms. Simpson says the employee also told her Geek Squad would transfer the remainder of her GSP warranty to a new product, which Best Buy denies.
16. Ms. Simpson initiated a claim under the GSP and returned the GoPro to Best Buy’s warehouse. On June 14, 2021, Best Buy issued Ms. Simpson a gift card in the value of \$369.59. This is equal to the GoPro’s purchase price with tax. Best Buy did not transfer the GSP or refund any part of it. These facts are not disputed.
17. Ms. Simpson argues that Best Buy must honour its employee’s alleged statement and do what is right by either refunding the “pro-rated part of the warranty or transfer the remaining part of the warranty to my new warranty”. She says even if the employee was mistaken in their statement, Best Buy should still honour its employee’s mistake.
18. Best Buy says its employee said nothing about transferring the warranty for Ms. Simpson. It says the GSP terms were fulfilled when it issued the gift card in exchange for the returned GoPro and Ms. Simpson is not entitled to any GSP refund or transfer.
19. Ms. Simpson has the burden of proof in this dispute and provided no evidence, such as a witness statement, to support her assertion that Best Buy’s employee told her it would transfer the GSP. I find Ms. Simpson’s bare assertion is not sufficient to prove the statement was made given Best Buy denies it. It would also be inconsistent with the GSP term that the plan ended on receipt of the gift card. I find Ms. Simpson has not proven that Best Buy’s employee made this false statement.

20. While Ms. Simpson also alleges in her reply argument that Best Buy targeted her for being transgender, there is insufficient evidence to prove this occurred. So, I find that allegation unproven.
21. I note Ms. Simpson does not allege the GoPro was defective at the time of purchase or that Best Buy breached the implied warranty of durability under the *Sale of Goods Act* (SGA). There is also no evidence about the GoPro's precise issue. Considering the lack of evidence and the passage of time from purchase date to the return, I find there was likely no SGA warranty breach in any event.
22. I find Best Buy fulfilled its obligations under the GSP by issuing Ms. Simpson the \$369.59 gift card in exchange for the returned GoPro. I find the GSP contract and benefits then ended and Ms. Simpson is not entitled to transfer the GSP or to any refund of the GSP purchase price. For these reasons, I dismiss her claim against Best Buy.
23. 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. Best Buy is the successful party in this dispute. However, it paid no CRT fees nor claimed any dispute-related expenses and so I have not awarded anything.

ORDER

24. I dismiss Ms. Simpson's claims and this dispute.

Trisha Apland, Tribunal Member