




3. On April 29, 2019, the Defendant notified the Plaintiff, by email to his email address, that a complaint had been made. The Defendant notified the Plaintiff that a response was required by May 8, 2019 and that if no response was received, the complaint would be resolved in the purchaser's favour. The terms of the User Agreement clearly state that the Defendant does not guarantee the return of the items if a complaint is decided in the purchaser's favour. The Defendant sent further reminders to the Plaintiff on May 2 and May 6, 2019. The Plaintiff did not respond to the correspondence from the Defendant. The only possible explanation is the emails from the Defendant went into the spam folder in the plaintiff's computer, so they were not seen and no response was delivered. The result was that the complaint was decided in the purchaser's favour.

4. Unfortunately for the Plaintiff, this left him at the mercy of the purchaser. Pursuant to the User Agreement between the Plaintiff and the Defendant, the purchaser was refunded his money and the Plaintiff's account with the Defendant was debited \$1300 USD, the equivalent of the \$1794 Cdn the Plaintiff is claiming. The email communications between the Plaintiff and the purchaser show that there was still a possibility to complete the transaction for \$1100 USD assuming the purchaser was being truthful in his emails with the Plaintiff.

5. While it is regrettable that the Plaintiff is out of pocket \$1794 Cdn, I can find no fault or breach of contract by the Defendant. It acted in accordance with the terms of the User Agreement. During his evidence, the Plaintiff acknowledged the terms of the agreement and that he understood he was bound by the terms. The Plaintiff's real issue is with the purchaser who did not return the laptops and never paid anything for them. For the foregoing reasons, the Plaintiff's claim is dismissed. Given the circumstances, I make no order as to costs.



Deputy Judge K. Nearing

Released: November 29, 2021

SC-19-00153524-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

SMALL CLAIMS COURT

BETWEEN:

Gerneus Origine Belleus , A.K.A Origen  
v. Paypal Canada Inc.

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REASONS FOR JUDGMENT'

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Deputy Judge K. Nearing

Released: November 29, 2021