IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Zeynalli v. Bell Canada,* 2026 BCSC 113

Date: 20260115
Docket: S254765
Registry: Vancouver

Between:

Osman Zeynalli

Plaintiff

And

Bell Canada

Defendant

Before: The Honourable Justice Laurie

Oral Reasons for Judgment

In Chambers

The Plaintiff, appearing in person:	O. Zeynalli
Counsel for the Defendant:	B. Fahey A. Khosa, A/S
Place and Date of Trial/Hearing:	Vancouver, B.C. January 5-6, 2026
Place and Date of Judgment:	Vancouver, B.C. January 15, 2026

[1] **THE COURT:** These are oral reasons for judgment following a two-day hearing on January 5th and 6th, 2026.

[2] Each party has an application before the Court. The plaintiff, Osman Zeynalli, seeks a determination of his claim by way of a summary trial pursuant to Rule 9-7 of the *Supreme Court Civil Rules*.

[3] The defendant, Bell Canada, seeks an order to dismiss the plaintiff's claim and grant judgment on Bell's counterclaim by way of summary judgment pursuant to Rule 9-6 or alternatively, by summary trial.

Background

[4] By way of background, in July 2023, Mr. Zeynalli entered into a 24-month contract with Bell Mobility Inc. (“Bell”) for the purchase of a device and a single phone line.

[5] In March 2024, Mr. Zeynalli received a fraudulent call from a person, purporting to work for Bell, offering a promotion. Mr. Zeynalli agreed to the promotion. The caller was not a Bell employee; however, they were somehow able to access the plaintiff's “My Bell” online account, through which they ordered three additional devices and phone lines.

[6] These additional devices were shipped to the plaintiff's address. Upon receipt, Mr. Zeynalli shipped them to another location, using shipping labels provided by the fraudster. Mr. Zeynalli reported the fraud to Bell in April 2024.

[7] Bell investigated these fraudulent transactions and ultimately refunded the fraudulent charges on Mr. Zeynalli's account in June 2024.

[8] Between April and June 2024, pending Bell's investigation of the reported fraud, the plaintiff did not make payments to Bell, including with respect to legitimate charges.

[9] In July 2024, after the fraudulent charges on the plaintiff's account were reversed by Bell, the plaintiff paid the outstanding amount owed. Shortly after, the plaintiff unilaterally terminated his contract with Bell before the expiration of the two-year term. This resulted in cancellation fees pursuant to the terms of the contract in the amount of $760.66. This amount is the subject of Bell's counterclaim.

The Plaintiff's Claim

[10] In this action, the plaintiff advances claims for breach of contract and negligence. In his amended notice of civil claim dated October 8, 2025, he seeks general damages of between $1.9 million and $3.3 million. His original notice of

civil claim dated June 24, 2025, however, sought general damages in the amount of $710,000. This is also the amount that the plaintiff deposed to with respect to his losses in his affidavit no.2 dated July 18, 2025.

[11] Mr. Zeynalli alleges that his credit score went down from 656 to 594 between March and June 2024 because of Bell. In particular, he asserts that Bell did not remove the fraudulent charges from his account soon enough and the unpaid charges, as reflected on his credit report, caused the reduction in his credit rating.

[12] Mr. Zeynalli further alleges that because of the decline in his credit rating, he was denied a $200,000 small business loan in around September 2024. In addition, he alleges that the denial of this loan led him to miss out on time-sensitive business opportunities, resulting in significant financial losses. Damages that he seeks represent these alleged losses.

The Defendant's Position

[13] The defendant contends that the plaintiff's allegations are factually incorrect and the plaintiff is mistaken about the relevant facts and timeline.

[14] In particular, the defendant asserts that during its investigation of the fraudulent transactions, it did not report any late payments to credit reporting agencies with respect to the plaintiff's account in April to June 2024. The only report that Bell made to credit reporting agencies regarding the plaintiff's account was made in December 2024 in relation to the plaintiff's non-payment of cancellation fees, which Bell was entitled to do pursuant to the parties' contract.

[15] Therefore, the defendant submits that it had nothing to do with the reduction in the plaintiff's credit score in or around March to June 2024.

[16] The defendant also asserts that upon receiving the plaintiff's report of fraudulent activity in April 2024, it initiated an investigation, which was completed in or around June 2024. The investigation revealed that the fraudster accessed the plaintiff's “My Bell” account using the plaintiff's Gmail account and that the fraudulent lines were activated by the fraudster via the plaintiff's “My Bell” account.

[17] The defendant contends that the plaintiff has not established how the fraudster was able to gain access to the plaintiff's “My Bell” account, and there is no evidence that Bell was responsible. It submits that Bell had no control over Mr. Zeynalli's Gmail account or the password he used to access the “My Bell” account and no control over who can access the account using that information.

[18] Further, the contract between the parties included a Limitation of Liability clause which limits Bell's liability to actual and direct damages arising out of a service outage, which is not contemplated in the claim. The Limitation of Liability establishes that Bell is not responsible for any other claims, losses, expenses, or damages, including resulting from loss of income. The defendant asserts that this alone is a complete answer to the plaintiff's claim.

[19] The defendant also submits that the relevant portions of the plaintiff's affidavits contain either allegations repeated from his pleadings or inadmissible hearsay. As a result, the defendant asserts that Bell's evidence is undisputed.

Discussion

[20] The plaintiff seeks a determination of his claim by way of summary trial, and I will proceed on that basis.

Suitability for a Summary Trial

[21] A claim will be suitable for determination by summary trial on affidavit evidence unless the chambers judge is unable to find the necessary facts or is of the view that it would be unjust to do so. The non-exhaustive factors to be considered in determining or deciding where to allow the matter to be determined by summary trial include: the amount involved, the complexity of the matter, its urgency, any prejudice likely to arise from delay, the cost of taking the matter forward to conventional trial in relation to the amount involved, the course of the proceedings, and whether the evidence is sufficient to resolve the dispute: *Cepuran v. Carlton*, 2022 BCCA 76 at para. 149.

[22] I agree with the parties that this matter is suitable for determination by way of summary trial. Although the plaintiff seeks a significant amount in damages, the case is straightforward and the materials filed permit the court to resolve the relevant issues.

[23] I will now address the merits of the plaintiff's claim.

Has the Plaintiff Established that the Defendant is Liable for Breach of Contract or Negligence?

[24] The primary issue on the merits is whether the plaintiff has established on the balance of probabilities that the defendant is liable for breach of contract or negligence, as alleged.

Breach of Contract

[25] To prove a claim in contract, the plaintiff must show the existence of a contract and the wrongful breach of that contract: *Craigdarloch Holdings Ltd. v. Syscon Justice Systems Canada Ltd*., 2010 BCSC 46 at para. 16; *Matthews v. La Capitale Civil Service Mutual,* 2020 BCSC 787, at para. 35.

[26] In this case, Mr. Zeynalli alleges that Bell breached its express and implied contractual duties to provide services with reasonable care and skill, to implement and maintain safeguards to protect his personal information, and to administer his account with Bell in good faith.

[27] The plaintiff did not refer to any contractual terms that are alleged to have been breached. Instead, he alleges that Bell breached its duties: by allowing unauthorized access to his account; in failing to promptly correct the amounts owing on the account after being notified of the fraudulent transactions; and by allowing inaccurate information to be reflected on the plaintiff's credit report.

[28] To the extent that the plaintiff contends that these alleged “duties” ought to be treated as implied contractual terms, he has not demonstrated a basis for it. The party claiming an implied term has the onus of proving, as a fact, the necessity of the term to give business efficacy to the contract. A term will not be implied if the contract is effective without it: *Life Innova Capital Inc. v. Perceptronix Medical Inc*., 2008 BCSC 1132, at para. 78.

[29] Further, while it appears that the fraudster accessed the plaintiff's “My Bell” account to perpetuate the fraud, there is no evidence before the court as to how the fraudster was able to do so.

[30] The plaintiff asserts that the fraud was enabled by an "information leak or vulnerability within Bell's system." He points to the following in support of his assertion:

a) The fraudster knew his account details when they initially phoned the plaintiff;

b) After the plaintiff reported the fraud to Bell, the plaintiff received a similar fraudulent call from someone impersonating a Bell employee who also knew the plaintiff's account details; and

c) There was no indication of unusual activity on the plaintiff's Google account on the corresponding dates and times of the fraudulent calls, based on the plaintiff's own investigation of his Google account.

[31] With respect to the plaintiff's Google account, the plaintiff tendered screenshots of the security settings and activity history, which he says demonstrate that his Google account had not been compromised. However, in the absence of expert evidence addressing these technical matters, there is insufficient evidence to support the plaintiff's assertion.

[32] Similarly, in the absence of clear evidence, including expert evidence, as to how the fraudster was able to gain access to the plaintiff's “My Bell” account, the evidence falls far short of establishing on the balance of probabilities that the fraud was occasioned by a data breach within Bell's system. Even if the fraud arose from the data breach within Bell's system, without knowing the circumstances in which it occurred, there is no basis related to any data breach upon which the court could conclude a breach of any duty or contract on the part of Bell.

[33] For the foregoing reasons, the plaintiff has not established on a balance of probabilities that the defendant committed a breach of contract.

Negligence

[34] The elements in an action for negligence are:

a) That there was a duty of care owed to the plaintiff by the defendant.

b) That there was a breach of that duty of care in that the defendant failed to exercise the standard of care required of a reasonable and careful person in the circumstances.

c) That the plaintiff suffered damages as a direct result of the defendant's negligence: *Micka v. Oliver & District Community Economic Development Society*, 2008 BCSC 1623 at para. 17.

[35] The plaintiff alleges that Bell owed him the following duties of care:

a) To implement and maintain reasonable safeguards to protect the plaintiff's personal and account information, and

b) To handle and report credit-related information accurately, with due care, particularly after the fraudulent activity was reported.

[36] The plaintiff alleges that the defendant breached the above duties based on the same allegations made in respect of his breach of contract claim; i.e. that Bell breached its duties by allowing unauthorized access to his account; in failing to promptly correct the amounts owing on the account after being notified of the fraudulent transactions, and by allowing inaccurate information to be reflected on the plaintiff's credit report.

[37] The plaintiff has not provided legal authority to demonstrate that these duties of care are recognized in law, nor has he addressed the test for determining the existence of a private law duty of care as set out by the Supreme Court of Canada in *Cooper v. Hobart*, 2001 SCC 79, namely:

a) Does the relation between the parties disclose sufficient foreseeability and proximity to establish a *prima facie* duty of care?

b) If so, are there any residual policy considerations which ought to negate or limit that duty of care?

[38] In the circumstances, the plaintiff has not established that the defendant owed him duties of care as alleged.

[39] Even if the plaintiff had demonstrated that the defendant owed him the alleged duties of care, he has not established that the defendant failed to exercise

the requisite standard of care.

[40] To the extent that the plaintiff relies on any unauthorized access to his Bell account in support of his claim in negligence, as discussed previously, the plaintiff has not established on a balance of probabilities that unauthorized access to his account occurred due to a data breach within Bell's system, or otherwise due to a failure on Bell's part, as he alleged.

[41] Further, the defendant tendered evidence regarding the safeguards that it maintains and implements to protect its customers' personal information, including the plaintiff's, such as:

a) Only disclosing customers' personal information to third parties as required by law or with the customer's consent;

b) Informing customers regarding how Bell uses, discloses, and collects personal information;

c) Use of appropriate physical, technical, and administrative safeguards, depending on the nature and sensitivity of the information;

d) Providing confidentiality training to its employees with access to customers' personal information;

e) De-identifying personal information prior to its use for statistical or marketing purposes;

f) Exercising care in selecting third-party partners and suppliers and disclosing only required personal information to those partners as required by law or as authorized by its customers; and

g) Requiring that third-party partners and suppliers protect customers' data using strict privacy safeguards.

[42] To the extent that the plaintiff relies on the defendant's delay in correcting the charges on his account from April to July 2024, in the absence of clear evidence as to the circumstances of the fraud, I am not satisfied that this delay in reversing the fraudulent charges, pending Bell's investigation of the reported fraud,

is unreasonable and constitutes failure by Bell to exercise the requisite standard of care, assuming that a duty of care had been proven.

[43] Overall, the evidence does not establish on a balance of probabilities that the defendant engaged in negligent conduct or breached any duty of care owed to the plaintiff.

Causation

[44] Importantly, even if the plaintiff had established either breach of contact or negligence on the defendant's part, the plaintiff has failed to prove that this caused his alleged losses.

[45] Causation is established where the plaintiff proves on a balance of probabilities that the defendant caused or contributed to the plaintiff's loss: *Athey v. Leonati*, [1996] 3 SCR 458, 1996 CanLII 183 (SCC) at para. 13. A causative link between the defendant's wrong and the plaintiff's loss is essential to a claim for damages. A defendant cannot be held liable for a plaintiff's losses that were not caused by the defendant's misconduct: *Sharp v. Royal Mutual Funds Inc.*, 2021 BCCA 307 at para. 13.

[46] In this case, as mentioned, the plaintiff contends that the reduction in his credit score from 656 in March 2024, to 594 in June 2024, was caused by outstanding balances to Bell, which include the fraudulent charges reflected on the plaintiff's credit report. The plaintiff alleges that the decline in his credit score directly resulted in “loan denials" in around September 2024. This, in turn, caused the plaintiff to miss out on time-sensitive business opportunities, ultimately resulting in significant financial losses.

[47] The difficulty with the plaintiff's assertions is that there is insufficient evidence to support it.

[48] The evidence before the court demonstrates that Bell did not report missed payments on the plaintiff's accounts to credit agencies for the period between March and June 2024. The only missed payment reported by Bell was made in December 2024 in respect to the plaintiff's nonpayment of cancellation fees.

[49] The plaintiff's credit report from TransUnion, which he relies on, is consistent with the defendant's evidence that there was a collection hold on the

plaintiff's account during the period of April to June 2024, during which time no missed payments were reported to credit agencies. Specifically, the TransUnion report shows that there were no past due amounts between April and July 2024. Based on the evidence, I accept that the defendant did not report any missed payments by the plaintiff between April and June 2024.

[50] Although the plaintiff agrees that no missed payments were reported by Bell, he asserts that unpaid balances were still reflected on his credit report for the months of April to June that lowered his credit score.

[51] The plaintiff did not tender admissible evidence regarding why his credit score went down. Instead, he relies on unsworn, inadmissible, hearsay opinion evidence based on what he was told during a “professional consultation" on July 29th, 2025 with a certified credit counsellor from Credit Counselling Canada identified only as "Ms. Sandra." The plaintiff deposed in his affidavit, among other things, that Ms. Sandra reviewed his “credit situation” and “confirmed, based on professional assessment, that the primary cause of (the plaintiff's) 62-point credit score drop… was the Bell account, which showed over three months of non-payments”.

[52] As I indicated to the plaintiff at the hearing, this evidence is not admissible. The proper way to tender this type of evidence is through a properly qualified expert. Even if the evidence could be considered admissible for its truth, I would not give it much weight, as it is based on selective information provided by the plaintiff.

[53] I do not accept the plaintiff's assertion that the only factor that could have reduced his credit score was the Bell balances for April to June 2024. On the face of the TransUnion credit report, there were other potential explanations. For example, the plaintiff had a past due amount on his Royal Bank of Canada (“RBC”) visa of $77 in February 2024. Further, the TransUnion credit report indicates that credit-related inquiries may also impact the plaintiff's credit score. Notably, there were two credit-related inquiries listed between the relevant time period: (a) on May 10th, 2024 by RBC; and (b) on April 29th, 2024 by Walmart.

[54] In addition, the plaintiff deposed that he had a late payment on his CIBC account in April of 2024 and that he had exceeded his credit limit with RBC in

March of 2024.

[55] In the absence of admissible and reliable evidence to interpret or explain the plaintiff's credit score activity, the plaintiff's assertions are speculative. The plaintiff bears the burden of proof with respect to his claim, and I find that he has not demonstrated on a balance of probabilities that the reduction in his credit score was the result of Bell's conduct.

[56] Even assuming that Bell caused the plaintiff's credit score to drop, the plaintiff has also failed to establish on a balance of probabilities that his reduced credit score caused him to be denied a business loan.

[57] Although the plaintiff deposed that his reduced credit score of 594 caused him “to be denied multiple business loans, including a $200,000 loan” in September 2024, there is no documentary evidence of these loan denials in the record before the Court.

[58] The plaintiff relies on his own summary of conversations with advisors from Canadian banks in November 2025 regarding the likelihood of the plaintiff getting approval for a loan in hypothetical scenarios. The plaintiff deposed that he spoke to the following advisors:

a) Mr. Blair from RBC;

b) Mr. Alain from TD; and

c) Mr. Terry from BMO.

[59] In addition, the plaintiff deposed that he spoke to “Mr. Farzad”, a senior account manager at Business Development Bank of Canada.

[60] In summary, the plaintiff asserts that, based on what he was told during these conversations, there were no issues with his proof of income, suggested down payment of $25,000, and his business model. However, he contends that the minimum credit score required for a loan was 650. Therefore, the plaintiff asserts that the only factor that prevented him from obtaining a loan in 2024 was his reduced credit score.

[61] What these individuals allegedly told the plaintiff is inadmissible hearsay. Even if it was admissible for its truth, in my view, it does not go so far as to support the plaintiff's assertion that he would have been granted a loan but for the credit score. At best, these were preliminary assessments based on general information and were not necessarily predictive of the outcome of a loan application if one had been proceeded with, which does not appear to be the case.

[62] Further, based on the record, only one of the three bank advisors mentioned a minimum credit score requirement of 650. In addition, based on the plaintiff's own summary of these conversations, “Mr. Terry” from BMO advised that weaknesses in one area can be offset by strength in others.

[63] I would also note that while the plaintiff deposed that he was in a position to make a $25,000 down payment for a loan, the evidence that he took the Court to showed that on July 15, 2024, some $23,300 and change was deposited to what was presumably the plaintiff's CIBC account. Not only is this amount shy of the $25,000 that the plaintiff indicated he had, but $10,000 was withdrawn on the same day. This does not support the plaintiff's assertion that he was in a position - in *September* 2024 - to provide a $25,000 down payment, which was what he allegedly reported to the above-mentioned bank advisors.

[64] For the foregoing reasons, I find that the plaintiff has failed to establish on a balance of probabilities that any breach of contract or negligence on the part of the defendant caused the damages that he claims.

Conclusion of the Summary Trial Application

[65] In summary, this is the plaintiff's summary trial application seeking judgment against the defendant for damages of up to $3.3 million. The onus is on the plaintiff to prove his claim on a balance of probabilities. Bald or speculative assertions are simply not sufficient. The plaintiff has failed to prove that the defendant was liable based on breach of contract or negligence. He also failed to prove a causal link between any breach by the defendant and his alleged losses.

[66] I therefore dismiss the plaintiff's application.

[67] Given my decision on the summary trial application, it is not necessary to decide the defendant's summary judgment application in respect of the plaintiff's

claim. I dismiss that application as well.

[68] And to be clear, I also dismiss the plaintiff's claim.

Counterclaim

[69] In terms of the defendant's application for summary determination of its counterclaim, I am satisfied that the defendant has proven on a balance of probabilities that the plaintiff breached his contract with Bell by terminating the contract before the two-year expiration date and by failing to pay the resulting cancellation fees. As a result, there is an unpaid debt of $760.66 as supported by the terms of the contract and the corresponding unpaid invoice to the plaintiff. The plaintiff does not dispute this.

[70] I award the defendant general damages for breach of contract in the amount of $760.66, plus interest, pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79.

Costs

[71] With respect to costs, I understand that the defendant wishes to make further submissions on costs.

[72] I would be prepared to accept written submissions. The defendant will file written submissions and provide the same to the plaintiff within seven days from today.

[73] The plaintiff will then file his written response within seven days from receipt of the defendant's submissions. Each party's submissions shall not exceed three pages in length.

[74] Is there any difficulty with that from either parties' point of view?

[75] CNSL B. FAHEY: No, Justice. I just ask that, as we have in previous orders, we dispense with Mr. Zeynalli's signature on the form of order.

[76] THE COURT: Yes. Mr. Zeynalli's signature will be dispensed with in the order.

“Laurie J.”