



Civil Resolution Tribunal

Date Issued: September 14, 2018

File: SC-2017-003760

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Majeed v. Bains Travel*, 2018 BCCRT 522

BETWEEN:

Tariq Majeed

APPLICANT

AND:

Bains Travel

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This is a dispute about a refund for an airplane ticket. The applicant, Tariq Majeed, says the respondent, Bains Travel, failed to respond to his request to change an airline ticket. The applicant seeks \$1,200 for the cost of an alternate ticket, plus \$2,780 in compensation for “communication, travel & other charges incurred to pursue this matter.”
2. The respondent says the applicant’s claim is barred under the *Limitation Act*. It also says it responded to the applicant’s ticket change request on the day it was made. The respondent says it informed him they had spoken to the airline, and that the requested ticket change was not possible due to airline rules.
3. Both parties are self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing. Neither party requested an oral hearing.
6. The tribunal 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 tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

7. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Are the applicant's claims barred under the *Limitation Act*?
 - b. Is the applicant entitled to compensation for an alternate ticket or dispute-related expenses?

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.

Limitation Act

10. On its Dispute Response form, the respondent said the applicant's claims were barred under the *Limitation Act*. The applicant did not respond to that submission.
11. Based on the evidence before me, I find that the applicant's claims are statute-barred under the *Limitation Act* because they arose more than two years before the tribunal issued the Dispute Notice.
12. The *Limitation Act* applies to disputes before the tribunal. A limitation period is a specific time period within which a person may pursue a claim. If the time period expires, the right to bring the claim disappears. Section 6 of the *Limitation Act* says

that the basic limitation period is two years, and that a claim may not be commenced more than two years after the day on which the claim is discovered.

13. Under section 14 of the Act, the limitation period stops when the Dispute Notice is issued. The tribunal issued the Dispute Notice for this dispute on August 4, 2017. The Dispute Notice indicates that the claims are about an airline ticket from Bahrain to Vancouver, and says the applicant became aware of the claims on September 30, 2014.
14. The September 30, 2014 discovery date is generally consistent with the evidence before me. The evidence shows that the applicant emailed the respondent on September 24, 2014 to ask about changing the route of his airline ticket. The itinerary provided by the applicant shows that he was originally booked to travel on September 30, 2014 from Karachi to Vancouver, with flight connections in Bahrain and London. In his email, he asked how much it would cost to change to the following itinerary:
 - October 1, 2014 – Karachi to Bahrain, then Bahrain to Istanbul
 - October 24, 2014 – Istanbul to Bahrain, then Bahrain to Vancouver, preferably via London
15. The respondent replied by email on September 24, 2014. The email said the airline did not allow routing changes, but did allow date changes. The respondent asked the applicant to provide the date he wanted changed, in order to work out the fare difference and change fee. The respondent says it did not hear from the applicant again until June 2, 2017, when he emailed to say he had not used the return ticket to Canada and asked the respondent to update him about the status of a refund request he had filed with the airline, Gulf Air.
16. The applicant's Dispute Notice says that he was refused permission to board the airplane in Karachi on September 30, 2014 due to "ASF/IMMIGRATION for

religious reasons”, and that he was unable to change the booking because the respondent never responded to him.

17. Section 8 of the *Limitation Act* says a claim is “discovered” on the first day that the person know or reasonably ought to have known that the loss had occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate means to seek to remedy the loss. Based on the evidence before me, including the admission on the Dispute Notice that the applicant became aware of the claim on September 30, 2014, I find that the applicant’s claims in this case were discovered by September 30, 2014, when he was unable to use the airplane tickets.
18. Because the claims were discovered more than two years before the Dispute Notice was issued on August 4, 2017, I find the applicant’s claims are barred under the *Limitation Act*, and must therefore be dismissed.
19. Even if the applicant’s claims were not barred due to the expired limitation period, I would find that the applicant has not met the burden of proving his claims. The respondent’s emails show that it replied promptly to the applicant’s September 24, 2014 email, and thus it is not liable for any problems with the applicant’s September 30, 2014 airline booking. The substance of the applicant’s claims is really against Gulf Air, from whom he seeks a refund. Gulf Air is not named as a party in this dispute. The applicant says the respondent is Gulf Air’s agent, but the applicant has not provided evidence that the respondent is contractually liable to provide a refund for the September 30, 2014 airplane tickets on behalf of Gulf Air, or that he was entitled to a refund in any event.
20. The tribunal’s rules provide that the successful party is generally entitled to recovery of their fees and expenses. As the applicant was unsuccessful, I do not order reimbursement of fees or dispute-related expenses.

ORDERS

21. I dismiss the applicant's claims and this dispute.

Kate Campbell, Tribunal Member