



Civil Resolution Tribunal

Date Issued: December 21, 2018

File: SC-2018-003535

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Duke v. Vancouver Arena Limited Partnership*, 2018 BCCRT 888

B E T W E E N :

Brianne Duke

APPLICANT

A N D :

Vancouver Arena Limited Partnership

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. The applicant, Brianne Duke, bought front-row tickets to see Stars on Ice in Vancouver. When she arrived at the venue her seats were no longer available, and she watched the show from different seats. The applicant wants the respondent, Vancouver Arena Limited Partnership, to compensate her with a \$1,000 gift card to an event of her choice, and to provide her with Vancouver Canucks 2018/2019 full

season tickets. She also wants the respondent to compensate her \$1,800 for emotional suffering.

2. The respondent admits it was their fault the applicant's original seats were not available on the day of the show, but says the applicant has been fully compensated for its error.
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.
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 issue in this dispute is whether the applicant is entitled to compensation for the respondent's error in not providing front-row seats to Stars on Ice, and if so, in what amount.

EVIDENCE AND ANALYSIS

9. In a civil claim like this one the applicant has the burden of proving their claim on a balance of probabilities. This means the tribunal must find it is more likely than not that the applicant's position is correct.
10. I have only addressed the parties' evidence and submissions to the extent necessary to explain and give context to my decision. For the reasons that follow, I dismiss the applicant's claim.
11. The facts of this dispute are uncontested. The applicant paid \$122.90 through Ticketmaster for 2 front-row seats to Stars on Ice at Rogers Arena in Vancouver. When the applicant arrived at the venue on the day of the event she discovered the seats, which were supposed to be in the end zone, did not exist. When the staff at Rogers Arena learned of the situation they offered the applicant 2 seats in a different section closer to centre ice. These seats had a higher sale price than the applicant's original tickets, although they were not in the front row. The applicant accepted this offer and watched the show from these seats. In addition to the alternate seats, the staff at Rogers Arena offered the applicant complementary food, which she declined.
12. After the show the applicant used Twitter and her blog to express her displeasure with the situation. Several days after the show Ticketmaster refunded the applicant the full price of her tickets.
13. The respondent admits it was their fault the applicant's original front-row seats were not available on the day of the event. The question is whether the applicant is entitled to compensation from the respondent.

14. The applicant wants the respondent to compensate her with a \$1,000 gift certificate to an event of her choice, plus Vancouver Canucks season tickets for the full 2018/2019 season. Aside from the fact that the Vancouver Canucks' 2018/2019 season is already well underway and such an order is not possible, I find no legal basis entitling the applicant to such an order. The applicant received a full refund for the cost of her tickets and saw the Stars on Ice show from seats that were more expensive, and arguably had a better view than her original seats. While I have no doubt the applicant was disappointed not to have been able watch the show from the front row, disappointment alone is not sufficient grounds for a legal claim. The applicant has not demonstrated that she incurred any legally compensable damages from the respondent's error, and I dismiss these claims.
15. The applicant also wants the respondent to compensate her for emotional suffering, but she provided no medical or other evidence to indicate she suffered emotional harm. I dismiss this claim.
16. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. The respondent is the successful party, but it did not pay tribunal fees.

ORDERS

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

Sarah Orr, Tribunal Member