



Civil Resolution Tribunal

Date Issued: December 16, 2019

File: SC-2019-005240

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Wang v. Formosa Travel Ltd.*, 2019 BCCRT 1414

BETWEEN:

KUAN WANG

APPLICANT

AND:

FORMOSA TRAVEL LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about payment for cancelled flight tickets.
2. The applicant, Kuan Wang, says the respondent, Formosa Travel Ltd., cancelled his flight tickets without his permission, leaving him stranded. The applicant seeks \$1,200 for a new flight he had to buy from Melbourne to Taipei, plus another \$1,200

for a new flight from Taipei to Vancouver, which he has not yet paid for. The respondent says the applicant requested the tickets be cancelled and a refund was issued, so they do not owe the applicant any money.

3. The applicant is self-represented. The respondent is represented by Margaret Liu, its director.

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 118 of the *Civil Resolution Tribunal Act* (CRTA). 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary.
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 9.3(2), in resolving this dispute the tribunal may make one or more of the following orders, where permitted by section 118 of the CRTA:
 - a. Order a party to do or stop doing something;

- b. Order a party to pay money;
- c. Order any other terms or conditions the tribunal considers appropriate.

ISSUES

- 8. The issues in this dispute are:
 - a. Whether the applicant is entitled to \$1,200 for purchasing a new flight from Melbourne to Taipei, and
 - b. Whether the applicant is entitled to \$1,200 for a future purchase of a flight from Taipei to Vancouver.

EVIDENCE AND ANALYSIS

- 9. In a civil claim such as this, the applicant bears the burden of proof on a balance of probabilities. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.
- 10. It is undisputed that on January 31, 2019, the applicant's mother, YMS, purchased flights in the applicant's name. YMS is not a party to this dispute. The purchased flights included:
 - a. Vancouver to Taipei on February 19, 2019,
 - b. Taipei to Melbourne on February 24, 2019,
 - c. Melbourne to Taipei on July 1, 2019, and
 - d. Taipei to Vancouver on August 5, 2019.
- 11. With taxes and fees, the total cost of the above flights was \$2,400.43, paid by YMS to the respondent.

12. The parties communicated through a Chinese messaging app. Both parties submitted translated copies of their conversation, which are consistent with each other. As shown in the text messages, on February 23, 2019, the applicant contacted the respondent and asked whether his ticket could be changed, cancelled or deferred. The respondent replied that the ticket could not be changed, but could be cancelled for a fee. The applicant asked how much the refund would be. The respondent asked what leg of the flights would be cancelled, and the applicant confirmed Melbourne to Taipei and Taipei to Vancouver. On February 25, 2019, the respondent said it would look into it.
13. The next day, the respondent advised the refund to YMS's credit card would be approximately \$420. The applicant responded either "Got it" or "I see", depending on the translation. That was the end of the parties' communication at the time.
14. On June 16, 2019, the applicant tried to use his ticket to fly from Melbourne to Taipei, and found both that flight and his flight from Taipei to Vancouver had been cancelled by the respondent. He contacted the respondent and asked what was wrong with his ticket. The respondent replied stating the applicant had requested to cancel those tickets, and YMS was therefore refunded for the flights, minus any service fees. It is undisputed that \$429.58 was refunded to YMS's credit card.
15. The applicant says he did not ask the respondent to cancel his tickets, but that he was just inquiring as to the amount of refund if he did cancel. Based on the text messages in evidence, I agree. I find the applicant asked about the amount of a potential refund, but did not ask the respondent to cancel the tickets. I therefore find the respondent improperly cancelled the tickets without proper confirmation from the applicant or YMS.
16. So what are the applicant's damages? The applicant provided a receipt for a flight from Melbourne to Taipei on June 17, 2019, for a total of \$1,132.44 AUD (approximately \$1,041.39 CAD on June 17, 2019¹). I find that if not for the respondent's negligence in cancelling the tickets without the applicant's consent,

¹ <https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/>

the applicant would not have had to purchase a new flight from Melbourne to Taipei. Therefore, I find the respondent is responsible for the cost of that flight. I order the respondent to reimburse the applicant \$1,041.39, the cost of the flight from Melbourne to Taipei. The applicant is also entitled to pre-judgment interest on this amount under the *Court Order Interest Act* (COIA), from June 17, 2019, the date the flight was purchased. This amounts to \$10.18.

17. What about the flight from Taipei to Vancouver? The evidence indicates the applicant is still in Taipei and has not yet returned to Vancouver. He provided a quote from Expedia showing the same flight as originally purchased, non-stop from Taipei to Vancouver on August 5, 2019, on the same airline, at a cost of \$1,670.16, although he only requested \$1,200.
18. The respondent made submissions that as the applicant is still in Taipei, his ticket back to Vancouver would have expired on August 19, 2019 in any event, and would have been void for travel and therefore he would have lost its value anyway. The applicant did not respond to this submission. It is unclear to me why the applicant chose to stay in Taipei, but he did not return to Vancouver within the ticket's valid travel dates. Additionally, the evidence is that the ticket could not be changed, so even if the applicant had requested to stay longer in Taipei, his ticket back to Vancouver would not have worked for travel. In the circumstances, I find the applicant's claim for compensation for a ticket from Taipei to Vancouver is too speculative and I decline to order the respondent to pay for the future ticket. However, given the respondent's improper canceling of the ticket, I find the applicant is entitled to keep the \$429.58 refund he received.
19. Under section 49 of the CRTA, and the tribunal rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As the applicant was generally successful, I find that he is entitled to reimbursement of the \$125 he paid in tribunal fees. The respondent claimed dispute-related expenses, but as it has been unsuccessful in this dispute, I dismiss this claim.

ORDERS

20. Within 30 days of the date of this decision, I order the respondent to pay the applicant a total of \$1,176.57, broken down as follows:
- a. \$1,041.39 in debt for cancelled flight tickets,
 - b. \$10.18 in pre-judgment interest under the COIA, and
 - c. \$125 in tribunal fees.
21. The applicant is also entitled to post-judgment interest, as applicable.
22. Under section 48 of the CRTA, the tribunal will not provide the parties with the order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.
23. Under section 58.1 of the CRTA, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair