



Civil Resolution Tribunal

Date Issued: February 20, 2020

File: SC-2019-005625

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Alageel v. Air Canada*, 2020 BCCRT 201

BETWEEN:

MOHAMMED ALAGEEL

APPLICANT

AND:

AIR CANADA and EXPEDIA CANADA CORP. CORPORATION
EXPEDIA CANADA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. The applicant, Mohammed Alageel, was prevented from boarding an international flight because the name on his infant daughter's ticket or boarding pass allegedly did not match the name on her identification.
2. The applicant purchased tickets through one respondent, Expedia Canada Corp. Corporation Expedia Canada (Expedia), for flights operated by the other respondent, Air Canada, and by Lufthansa, which is not a party to this dispute. The applicant seeks \$5,000 for "undelivered services and expenses resulting from failure to deliver," without a break-down.
3. Air Canada denies liability on several grounds, particularly that it was not involved in or responsible for Lufthansa's decision to refuse carriage on the applicant's return flight. Expedia also denies liability on several grounds, including that it provided Air Canada, the operating carrier, with the correct passenger information.
4. The applicant is self-represented. Expedia and Air Canada are represented by persons I infer are employees.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.

7. 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.
8. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something or pay money. The tribunal may also order any terms or conditions the tribunal considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Were either of the respondents responsible for the applicant's being denied air travel on June 8, 2019?
 - b. If so, what compensation is appropriate?

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant must prove his claim on a balance of probabilities. I have considered all the parties' evidence and submissions, but only refer to what is necessary to explain my decision.
11. No party challenged Air Canada's submissions setting out the factual background, and I accept it as correct. On April 1, 2019, the applicant purchased roundtrip airline tickets through Expedia for travel from Vancouver, BC to Riyadh, Saudi Arabia on May 21, 2019, returning June 8, 2019. The return ticket price was \$2,757.99, paid to Air Canada. Following a schedule change, the applicant's departure was moved to May 22, 2019, without issue.
12. On May 20, 2019, the applicant contacted Expedia to add his infant daughter to the booking as an "infant in lap". The applicant paid Air Canada an additional \$223.72 for this change. The applicant and his infant daughter travelled to Riyadh as

scheduled without issue. The flight route was Vancouver to Frankfurt, operated by Lufthansa, and Frankfurt to Riyadh, also operated by Lufthansa.

13. On June 8, 2019, the applicant and his infant daughter were scheduled to depart Riyadh, again on a flight operated by Lufthansa. Air Canada was operating only the final connecting flight from Frankfurt to Vancouver.
14. The applicant says a Lufthansa agent refused to let him board the flight because his daughter's name "was incorrect" (presumably on her boarding pass or ticket, the applicant does not specify). The applicant says "apparently" his daughter's middle name and last name had been switched. He says the Lufthansa agent said they could not reissue the ticket with the correct name as the original ticket was issued by Air Canada. He says Lufthansa advised him to contact Air Canada. The applicant says Air Canada said it was Lufthansa's error and refused to issue a new ticket. Eventually the applicant bought a 1-way ticket through Expedia and flew home with his daughter on June 10, 2019 for \$2,059.92.
15. As noted above, the applicant paid \$2,757.99 for the original booking and \$223.72 to add his infant daughter. He disputed those charges through his bank's credit dispute process. Air Canada accepted a partial refund because the applicant did not use the return flights. Air Canada's evidence shows it received chargebacks in the amount of \$1,530.54 for the applicant's original ticket and \$101.36 CAD for his infant daughter. The applicant does not dispute, and I find, that those amounts represented the value of the portion of the flights from Riyadh to Vancouver. I find that Air Canada refunded the applicant a total of \$1,631.90.
16. The applicant argues that because of the complex nature of modern travel where one company books, another charges and yet another operates, it is easy for all of them to escape accountability. He says all three corporations have shifted blame among each other and he is left holding the bill. He says he did nothing wrong and should not be held responsible for the failures of the electronic systems of these "billion-dollar companies."

17. The applicant says that Expedia alleges that it can see the mistake made by Air Canada in the electronic record. Expedia's submissions do not confirm or deny this, and the applicant did not say how he obtained this information, so I give this submission little weight.
18. Expedia says Air Canada was the operating carrier and merchant of record (the entity that received the funds and the company that charged the credit card). The applicant agreed to Expedia's terms of use, which says Expedia is not liable for the negligence of its suppliers and has no responsibility for additional expenses, delays, or re-routing. Expedia also says it provided the correct information to Air Canada, which is confirmed by the documents. The applicant's submissions acknowledge that Expedia was not directly responsible for the error. Given the above, I dismiss the applicant's claim against Expedia.
19. Air Canada provided a detailed ticket history that it says shows Lufthansa rebooked the applicant on "pure Lufthansa flights." It maintains that any error in the applicant's daughter's name was attributable to Lufthansa.
20. Having reviewed all the evidence, I am unable to determine when, or if, the applicant's daughter's name was changed on any ticket or boarding pass or in any electronic system. There is no documentary evidence confirming a name change or an error, such as a copy of the boarding passes. The only conclusion I can reach is that the Lufthansa agent checking in the applicant refused to allow him and his daughter to board. Based on the evidence before me, I am unable to determine that Air Canada was at fault.
21. The applicant submitted a booking confirmation from Lufthansa, that he says is the first evidence of a typographic error. The booking confirmation is dated May 21, 2019. Because of the way the passenger's names are formatted, with the applicant's surname, followed by his given name, then "with", then his daughter's first and middle name, it is unclear whether the name was correct at that point. It is possible the booking provided showed the applicant's daughter's surname the same as his, or as her middle name. If there was no mistake on the booking confirmation

this would suggest liability for Lufthansa because it later allegedly got the name wrong. However, if I accept the applicant's submission that the Lufthansa booking shows an error in his daughter's name, then I would find the applicant should have reviewed the May 21, 2019 booking confirmation and corrected the error.

22. On balance, I agree with Air Canada that it was not responsible for Lufthansa's refusal to allow the applicant to board its flight. As noted above, the applicant bears the burden of proving his claims on a balance of probabilities, and I find that he has not done so here. There is insufficient evidence that Air Canada breached its contract with the applicant or that its employees or agents acted negligently.
23. Even if I found Air Canada liable, other than the ticket price difference of \$428.02, I would not have ordered any other compensation. The applicant provided no reason that Air Canada should reimburse the whole cost of his roundtrip flight plus the new return leg of his journey. The applicant said he missed out on potential income between \$1,800 and \$2,300 for a day of work. Although he provided confirmation that he missed a shift, he did not provide any documentation of his compensation.
24. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. The applicant was unsuccessful, so I dismiss his claim for tribunal fees. None of the parties claimed dispute-related expenses.

ORDER

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

Micah Carmody, Tribunal Member