



Civil Resolution Tribunal

Date Issued: April 8, 2020

File: SC-2019-008212

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chen v. Donald Roy (dba Nordegg Resort Lodge)*, 2020 BCCRT 390

B E T W E E N :

CHANG QING CHEN

APPLICANT

A N D :

DONALD ROY (Doing Business As NORDEGG RESORT LODGE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Rama Sood

INTRODUCTION

1. This dispute is about hotel rates. The applicant, Chang Qing Chen, says the respondent, Donald Roy dba Nordegg Resort Lodge, overcharged \$38 for a room and he seeks an order for reimbursement of that amount. The respondent denies that it overcharged the applicant for the room.

2. The applicant and the respondent are each self-represented.

JURISDICTION AND PROCEDURE

3. 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.
4. 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.
5. 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.
6. Where permitted by section 118 of the CRTA, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.
7. Before this adjudication, the respondent produced receipts and the applicant withdrew his claim for \$50.49 by \$38

ISSUE

8. The issue in this dispute is whether the respondent overcharged for a room in its hotel.

EVIDENCE AND ANALYSIS

9. 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.
10. The applicant says he booked a room at the respondent's lodge after he saw an advertised price of \$71 per night on a Google Map website. However, he says the respondent charged him \$109 (including taxes) when he checked in. The respondent denies it advertised on Google Map and says it only advertised room rates on its own website. The respondent also denies it advertised \$71 per night for a room.
11. As mentioned, the burden of proof is on the applicant to prove, on a balance of probabilities, that the respondent advertised a room rate of \$71 per night. I find he has not done so. The applicant says that when he called the respondent to book the room, the respondent agreed to \$71 per night. Despite this, he did not provide the name of the respondent's employee that he spoke with or the date he called. He also did not provide any evidence that the parties agreed on the room rate when the applicant booked the room such as a booking confirmation. The applicant also did not provide a copy of the Google Map website advertising the respondent's alleged room rate. The applicant says Google Map stopped advertising the respondent's room rate after he submitted the Dispute Notice. Since the respondent denies it advertised on Google Map, this creates an evidentiary tie, which I find means the applicant has not met his burden.
12. Given the above, I dismiss the applicant's claim.
13. 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. I see no reason in this case not to follow that general rule.

14. The respondent is the successful party. It does not claim tribunal fees or dispute-related expenses. I therefore do not order any.

ORDER

15. The applicant's claims, and this dispute, are dismissed.

Rama Sood, Tribunal Member