



Civil Resolution Tribunal

Date Issued: September 8, 2020

File: SC-2020-001413

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Virk v. Dhindsa Travel Ltd.*, 2020 BCCRT 1006

BETWEEN:

NARESHPAL VIRK

APPLICANT

AND:

DHINDSA TRAVEL LTD. and HARPREET DHINDSA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about airline tickets. The applicant, Nareshpal Virk, says the respondent travel agent, Harpreet Dhindsa, and his travel agency, the respondent Dhindsa Travel Ltd. (Dhindsa Travel), charged her twice for one airline ticket. Ms.

Virk claims a refund of the duplicate \$1,670 charge, plus \$92 in expenses she incurred dealing with this matter.

2. The respondents deny there was any duplicate charge and say they owe nothing.
3. Ms. Virk is represented by a family member. Mr. Dhindsa represents the respondents.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT 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 CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me.
6. The CRT 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUE

8. The issue in this dispute is whether the respondents improperly charged Ms. Virk twice for an airline ticket, and if so, what is the appropriate remedy.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, as the applicant Ms. Virk bears the burden of proof, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.
10. Ms. Virk bought an airline ticket from Dhindsa Travel, so a family member could travel abroad. It is undisputed the flight's cost was \$1,670. Ms. Virk provided a credit card, and says she understood the transaction had successfully completed on March 13, 2019. She says Mr. Dhindsa called her months later and said the payment had not gone through and that he would cancel the family member's return flight if she did not attend his office and pay immediately. Ms. Virk says she immediately attended and paid with her credit card, and was told again that the transaction was successful.
11. However, Ms. Virk says that on May 21, 2019, Mr. Dhindsa contacted her and said he would cancel the ticket because he said she still owed as the credit card was declined again. Ms. Virk says that the same day she paid \$1,670 cash to "finally complete the transaction".
12. Ms. Virk says that when she later received her credit card statement, she saw a \$1,670 credit for the initial transaction and 2 separate transactions in 2019, for March 18 (\$991.88) and March 19 (\$678.12), that together totaled \$1,670. I address the credit card charges and credits in a table below. It is undisputed those 2 separate transactions were for flights for someone unconnected to Ms. Virk and to a different destination. Ms. Virk says since she paid cash, her credit card should not also have been charged for the one flight she bought.

13. Mr. Dhindsa’s version of events is different. He says when Ms. Virk first paid by credit card, the transaction was declined. Mr. Dhindsa says that they issued the ticket anyway, at Ms. Virk’s request, using his company credit card. Mr. Dhindsa says the next day Ms. Virk said she did not have cash but that her credit card could be used. Mr. Dhindsa says that as the ticket was already issued, Ms. Virk gave her consent for her credit card to be used for other clients’ tickets (the March 18 and 19 tickets), which totaled the same \$1,670. Ms. Virk denies being aware of or consenting to her card being used for other passengers’ flights. Mr. Dhindsa says that Ms. Virk then disputed those transactions and her bank credited her their value, \$1,670. Mr. Dhindsa says that he then demanded Ms. Virk pay cash for the ticket that was already issued and warned her that if she did not he would cancel her “partially used” ticket. Mr. Dhindsa agrees Ms. Virk paid \$1,670 in cash for the ticket she had bought. So, Mr. Dhindsa says Ms. Virk only paid a single \$1,670 fee, as required and that the respondents owe nothing.

14. So, the issue in this dispute is whether Ms. Virk’s credit card was ultimately charged or credited in full, since the parties agree Ms. Virk paid \$1,670 cash for the ticket. I note the credit card charges below are for \$1,670.09, and I infer the parties have simply rounded down to \$1,670 for the purpose of this dispute.

15. In the table below, based on the credit card statements in evidence and the credit card “charge-back” or debit memo evidence, I have set out the relevant credit card transactions, with credits shown in round brackets:

Date	Amount	Cardholder	Note
March 13	\$1,670.09	Ms. Virk, card ending ***5	As shown on the March 14 to April 13 statement
March 14	(\$1,670.09)	Ms. Virk, card ending ***5	As shown on the March 14 to April 13 statement
March 18	\$991.88	Ms. Virk, card	As shown on the March 14 to April

		ending ***5	13 statement
March 18	\$991.88	Ms. Virk, card ending ***9	Rather than Air Canada as with the other charges, the merchant is shown as “Rebilled Vancouver BC”
March 19	\$678.12	Ms. Virk, card ending ***5	As shown on the March 14 to April 13 statement
May 9, 2019	(\$991.88)	Ms. Virk, card ending ***5	As shown on the April 14 to May 13 statement
May 10, 2019	(\$678.12)	Ms. Virk, card ending ***5	As shown on the April 14 to May 13 statement And shown on the credit card agency’s chargeback memo

16. Ms. Virk says, “they could not show the other one physically” on the credit card statement, despite her multiple requests. I infer she refers to a “Rebilled” charge for \$678.12 that is not shown on any credit card statement in evidence. I am not prepared to accept Ms. Virk was charged \$678.12 to her credit card if it is not shown in the credit card statements in evidence. I dismiss this aspect of her claim.

17. However, as summarized in the table set out above, I find the evidence shows Ms. Virk’s credit card was charged an additional \$991.88, in excess of the \$1,670 she undisputedly paid in cash for the ticket price. Given the date and the exact same amount, I accept that the “Rebilled” charge is a duplicate of the same Air Canada charge attempted with another credit card number that same day. So, I find Dhindsa Travel must reimburse her the \$991.88.

18. As for the issue of Mr. Dhindsa billing Ms. Virk's credit card for other passengers' flights, I find that while such a practice seems highly irregular, I find the evidence ultimately shows only that Ms. Virk paid \$991.88 extra, and so that is all I allow.
19. I find Mr. Dhindsa is not liable in his personal capacity, as the receipts submitted in evidence are from Dhindsa Travel, not Mr. Dhindsa personally. I dismiss Ms. Virk's claims against Mr. Dhindsa.
20. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Virk is entitled to pre-judgment interest on the \$991.88, from March 18, 2019, which was the date that amount was charged to her credit card. This equals \$25.81.
21. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to the recovery of their CRT fees. As Ms. Virk only partially successful, I find she is entitled to reimbursement of half her paid CRT fees, which equals \$62.50. Ms. Virk claims \$42 as a "Surrey Board of Trade corporate searches fee", but did not explain how that was necessary nor did she provide a receipt. I dismiss this claim. Ms. Virk also claims \$50 as fuel used during negotiations. I dismiss this claim as Ms. Virk did not explain why in-person negotiations were required or when they occurred, and because the CRT ordinarily does not compensate a party for "time spent" on a dispute, in accordance with the CRT rules.

ORDERS

22. Within 21 days of this decision, I order Dhindsa Travel to pay Ms. Virk a total of \$1,080.19, broken down as follows:
 - a. \$991.88 in debt,
 - b. \$25.81 in pre-judgment COIA interest, and
 - c. \$62.50 in CRT fees.
23. Ms. Virk is entitled to post-judgment interest as applicable. Ms. Virk's remaining claims and all claims against Mr. Dhindsa are dismissed.

24. Under section 48 of the CRTA, the CRT 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 CRT's final decision. The Province of British Columbia has enacted a provision under the *COVID-19 Related Measures Act* which says that statutory decision makers, like the CRT, may waive, extend or suspend mandatory time periods. This provision is expected to be in effect until 90 days after the state of emergency declared on March 18, 2020 ends, but the Province may shorten or extend the 90-day timeline at any time. A party should contact the CRT as soon as possible if they want to ask the CRT to consider waiving, suspending or extending the mandatory time to file a Notice of Objection to a small claims dispute.
25. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT 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 CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Shelley Lopez, Vice Chair