



Civil Resolution Tribunal

Date Issued: May 12, 2021

File: SC-2020-009923

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Nguyen v. Tan*, 2021 BCCRT 501

BETWEEN:

PHONG NGUYEN

APPLICANT

AND:

JUDY TAN

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about concert tickets. The applicant, Phong Nguyen, allegedly gave the respondent, Judy Tan, \$620.02 to purchase 5 tickets to a concert. Mr. Nguyen says he never received the tickets from Ms. Tan, or a refund. He claims \$620.02.

2. Ms. Tan says that although they discussed tickets among other concert-related plans and expenses, she never agreed to purchase tickets for Mr. Nguyen and never received money from him to do so. She says she owes nothing.
3. The parties are each self-represented in this dispute.

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). Section 2 of the CRTA states that 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 the dispute's parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Although the parties' submissions each call into question the credibility of the other party in some respects, I find I can properly assess and weigh the written evidence and submissions before me, and that an oral hearing is not necessary in the interests of justice. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find I can fairly hear this dispute through written submissions.
6. Section 42 of the CRTA says 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, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUE

8. Whether Ms. Tan received \$620.02 from Mr. Nguyen for concert tickets, and if so, does she owe Mr. Nguyen a refund?

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, as the applicant, Mr. Nguyen must prove his claims on a balance of probabilities. I have read and weighed all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision.
10. It is undisputed that Mr. Nguyen and Ms. Tan were part of a friend group that planned to attend a concert outside of BC. The parties discussed the trip by text message, including accommodations and airline flights for certain group members. They disagree about the purchase of concert tickets for Mr. Nguyen.
11. Mr. Nguyen says that Ms. Tan agreed to buy 5 tickets for him, so he sent her \$620.02 by e-transfer. He says that Ms. Tan purchased tickets for the wrong concert dates, which were not the dates the rest of the group was attending the event. The parties say that the concert was later cancelled because of the COVID-19 pandemic, and Ms. Tan says that she received refunds for tickets she had purchased for others, which she returned. However, Ms. Tan says that she never bought the disputed concert tickets for Mr. Nguyen, never agreed to buy those tickets, and never received payment for them. Mr. Nguyen says Ms. Tan agreed to refund his alleged payment, which she denies.
12. Other friends in the group, EL and ET, provided written statements saying that Mr. Nguyen purchased tickets himself for the “wrong” concert dates. I find this is consistent with the parties’ text messages in evidence, in which Ms. Tan reminded

Mr. Nguyen to purchase his own concert tickets, and later discussed reselling the “wrong” date tickets. Mr. Nguyen says that Ms. Tan confirmed the \$620.02 purchase in December 31, 2019 text messages, but I find that Ms. Tan only quoted alleged ticket prices in those messages and did not agree to buy them for Mr. Nguyen. Overall, I find the submitted text messages show that the parties discussed ticket prices and pickup, and their concert plans, but did not agree that Ms. Tan would buy the concert tickets for Mr. Nguyen.

13. In a January 5, 2020 text message, Mr. Nguyen said he “just sent” an e-transfer to Ms. Tan related to the disputed concert and another concert. He did not say how much he sent or whether the payment was for tickets, flights, accommodation, or other similar concert-related expenses that the friend group had discussed purchasing. Ms. Tan did not acknowledge a payment from Mr. Nguyen in the submitted text messages.
14. The only document allegedly proving a payment by Mr. Nguyen is an image he said was captured from a banking app. I find that most of the image has been blanked out and is missing information. The image contains no banking institution name or identifier, and does not identify Mr. Nguyen or Ms. Tan anywhere on the document, which is simply titled “Chequing” with an apparent account number. The only other meaningful content on the screen capture, under the date January 6, 2020, is an alleged \$785.02 e-transfer, labelled with a number and the name “Judgejudy”. Mr. Nguyen says this was a payment to Ms. Tan for the quoted ticket price of \$620.02 plus \$165.50 for other concert tickets not at issue here. Those two prices total \$785.52, not \$785.02, and Mr. Nguyen does not explain the discrepancy. Mr. Nguyen also does not explain why he texted on January 5, 2020 that he had “just sent” an e-transfer, when the image refers to an alleged January 6, 2020 transaction. On balance, I find that the image is not reliable evidence of a payment from Mr. Nguyen to Ms. Tan for the concert tickets, and I give it little weight.
15. Overall, I find that Mr. Nguyen has not met his burden of showing that he paid \$620.02, or another amount, to Ms. Tan for the disputed concert tickets. Further, I

find the evidence fails to show Ms. Tan purchased, or agreed to purchase, the concert tickets for Mr. Nguyen. So, on the evidence before me, I find that Ms. Tan does not owe a ticket refund to Mr. Nguyen. I dismiss Mr. Nguyen's claim.

CRT FEES, EXPENSES, AND INTEREST

16. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Ms. Tan was successful here, but paid no CRT fees and claimed no CRT dispute-related expenses. So, I order no reimbursements.

ORDER

17. I dismiss Mr. Nguyen's claims, and this dispute.

Chad McCarthy, Tribunal Member