



# Civil Resolution Tribunal

Date Issued: December 16, 2021

File: SC-2020-009980

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Mehboob v. Pakland Travels Inc.*, 2021 BCCRT 1315

B E T W E E N :

MUHAMMAD MEHBOOB

**APPLICANT**

A N D :

PAKLAND TRAVELS INC.

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

David Jiang

## INTRODUCTION

1. This dispute is about the cost of 2 airline tickets. The applicant, Muhammad Mehboob, says he hired the respondent, Pakland Travels Inc. (Pakland), to arrange international travel plans. In the Dispute Notice, Mr. Mehboob claimed that Pakland breached the parties' contract by failing to refund the tickets. He now says Pakland failed to provide him written proof that the third-party airline, Etihad Airways (Etihad), did not refund

him the tickets. He says this prevented him from completing a claim under his credit card's travel insurance policy. He claims the cost of the 2 tickets as damages, which equals \$4,800.68.

2. Pakland denies liability. It says Mr. Mehboob purchased the tickets directly from Etihad so only Etihad could provide the proof that he requested. Etihad is not a party to this dispute.
3. Mr. Mehboob represents himself. An employee or principal represents Pakland.
4. For the reasons that follow, I dismiss Mr. Mehboob's claims.

## **JURISDICTION AND PROCEDURE**

5. 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.
6. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
7. 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.

8. 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.

## **ISSUES**

9. The issues in this dispute is whether Pakland breached the parties' contract and whether any remedy is appropriate.

## **BACKGROUND, EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant Mr. Mehboob must prove his claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions but refer only to the evidence and arguments that I find relevant to provide context for my decision.
11. The facts are largely undisputed. On April 8, 2019, Mr. Mehboob signed a written contract with Pakland for it to act as his travel agent. A separate invoice shows the following. He purchased a travel package from Pakland for himself and a family member for a total of \$26,920. He declined travel insurance. The price did not include Etihad's 2 international airline tickets, which equaled \$4,800. Consistent with this, Mr. Mehboob's credit card statement shows he purchased 2 airline tickets directly from Etihad on June 19, 2019 for \$4,800.68.
12. A physician's note shows that in July 2019, the other family member passenger became ill and could not travel. Pakland subsequently refunded the travel package fees in separate payments occurring in October 2019 and January 2020. Those fees are not in dispute. In an October 9, 2019 text message Mr. Mehboob asked Pakland to send him Etihad's airline ticket cancellation confirmation. He advised that he wanted to use this information to apply for compensation through his credit card insurance. There is no indication that Pakland provided this information.

***Did Pakland breach the parties' contract?***

13. Mr. Mehboob says that Pakland prevented him from completing his credit card travel insurance claim. He says it should have provided him written proof that Etihad did not refund him the tickets. I find this was not Pakland's responsibility for the following reasons.
14. Mr. Mehboob entered into a contract for the tickets with Etihad and not Pakland. Etihad also had control over whether it refunded the tickets and not Pakland. I therefore find that Pakland was not in a position to provide the requested information. Mr. Mehboob says Pakland had to provide this information because Etihad refused to correspond with him. I find this unproven by any evidence, such as correspondence from Etihad.
15. Further, the parties' contract also said that Pakland was not responsible for the airline's policies or procedures. I find this included Etihad. I also find no terms indicating that Pakland agreed to indemnify Mr. Mehboob for loss such as this one.
16. Equally important is the fact that Mr. Mehboob provided no evidence of his insurance policy. I therefore find it unproven that the policy exists or that it would have covered the cost of the tickets if Pakland had provided the requested information.
17. For all those reasons, I find Mr. Mehboob's claims unproven and dismiss them.
18. 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 see no reason in this case not to follow that general rule. I dismiss Mr. Mehboob's claims for reimbursement. Pakland did not pay fees or claim for any dispute-related expenses, so I order none.

## **ORDER**

19. I dismiss Mr. Mehboob's claims and this dispute.

---

David Jiang, Tribunal Member