



Civil Resolution Tribunal

Date Issued: September 21, 2022

File: SC-2022-001812

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Alamolhoda v. Deutsche Lufthansa Aktiengesellschaft*, 2022 BCCRT 1039

BETWEEN:

HAMID SEYED ALAMOLHODA

APPLICANT

AND:

DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a flight refund. The applicant, Hamid Seyed Alamolhoda, purchased a return flight from Vancouver to Germany through a travel agency, FH. Mr. Alamolhoda later cancelled the flight and says the respondent airline, Deutsche Lufthansa Aktiengesellschaft (Lufthansa), failed to properly refund them. Mr. Alamolhoda seeks \$1,510, the balance of the ticket that was not refunded.

2. Lufthansa says Mr. Alamolhoda purchased a non-refundable ticket and it already provided a refund of the unused taxes. Lufthansa says Mr. Alamolhoda is not entitled to any further refund.
3. Mr. Alamolhoda represents himself. Lufthansa is represented by an authorized employee.

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 parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that 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.
6. Section 42 of the CRTA says that 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. The issue in this dispute is whether Mr. Alamohoda is entitled to a \$1,510 refund for cancelling their flight reservation.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Alamohoda must prove their claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
10. The undisputed evidence is that on October 30, 2021, Mr. Alamohoda booked a return flight from Vancouver to Germany over the Christmas holidays for a total cost of \$1,760.36. Mr. Alamohoda grew concerned about the COVID-19 pandemic and elected to cancel their flight reservation. Specifically, Mr. Alamohoda says most of the shops in Germany were closed, and he was supposed to go on a holiday, not to a “ghost town”.
11. Mr. Alamohoda undisputedly purchased their ticket from a third party travel agency, FH. Mr. Alamohoda also cancelled their ticket through FH. FH is not a party to this dispute. Mr. Alamohoda had no direct contact with Lufthansa until after FH cancelled the ticket at Mr. Alamohoda’s request.
12. In any event, it is undisputed the flight reservation was cancelled by Mr. Alamohoda on December 7, 2021. On February 7, 2022, Lufthansa refunded Mr. Alamohoda’s credit card \$250.76, which it says was the unused taxes. In this dispute Mr. Alamohoda seeks a refund of \$1,510, which I infer is a rounding up of the \$1,509.60 balance left of the ticket price.
13. Lufthansa says Mr. Alamohoda purchased a non-refundable ticket. It says that Mr. Alamohoda had the option of rebooking the ticket anytime within 1 year of the original flight date with no change fees, but that they elected to cancel the ticket anyway. Although Mr. Alamohoda denies booking a non-refundable ticket, they did not

provide any evidence showing the ticket's fare rules. In contrast, Lufthansa provided its internal reservation record and fare rules which shows the ticket purchased by Mr. Alamolhoda through FH was non-refundable.

14. I find nothing in the evidence says that Lufthansa was required to provide any refund to Mr. Alamolhoda, even the \$250.76 for unused taxes that it undisputedly did refund. I find Mr. Alamolhoda is not entitled to any further refund given the non-refundable ticket they purchased. Further, on the evidence before me I find it was Mr. Alamolhoda's choice to cancel their reservation based on their holiday preferences, not based on any COVID-19 travel restrictions. I dismiss Mr. Alamolhoda's claim.
15. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As Mr. Alamolhoda was not successful, I find they are not entitled to any reimbursement for paid tribunal fees. Lufthansa did not pay any fees. Neither party claimed dispute-related expenses.

ORDER

16. I dismiss Mr. Alamolhoda's claims, and this dispute.

Andrea Ritchie, Vice Chair