



# Civil Resolution Tribunal

Date Issued: December 6, 2022

File: SC-2022-002257

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Seow v. Royal Bank of Canada*, 2022 BCCRT 1307

BETWEEN:

SHEBA SEOW

**APPLICANT**

AND:

ROYAL BANK OF CANADA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about reimbursement of the cost of 2 replacement airline tickets. The applicant, Sheba Seow, originally bought 2 tickets on January 4, 2022 through a credit

card rewards program (RBC Rewards) offered by the respondent bank, Royal Bank of Canada (RBC). The airline Westjet rescheduled the booked February 16, 2022 flight to February 17, 2022, but Ms. Seow says she was not told this before she arrived at the airport on February 16. She then bought the 2 replacement tickets for a different return flight through Alaska Airlines, at a cost of \$874.10. Ms. Seow claims the \$874.10. Westjet is not a party to this dispute.

2. RBC undisputedly has credited Ms. Seow's RBC Rewards account with points that have a \$317.36 value, which is equivalent to the amount of rewards points Ms. Seow used to purchase the original 2 tickets through RBC Rewards. RBC further says under the parties' agreement, it cannot be held responsible for Westjet's flight change or Ms. Seow's inability to confirm her Westjet flight on Westjet's website. RBC also says it emailed Ms. Seow in January about the rescheduled Westjet flight.
3. Ms. Seow is self-represented. RBC is represented by an employee or principal.

## **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). CRTA section 2 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. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, both parties call into question the credibility, or truthfulness, of the other. In the circumstances here, I find that I am properly able to assess and weigh the evidence and submissions before me. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. Bearing in mind the CRT's mandate that includes

proportionality and a speedy resolution of disputes, I find I can fairly hear this dispute through written submissions.

6. CRTA section 42 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. The issue in this dispute is whether RBC must pay Ms. Seow \$874.10 for the 2 replacement tickets she bought after her Westjet flight was rescheduled.

## **EVIDENCE AND ANALYSIS**

9. In a civil proceeding like this one, as the applicant Ms. Seow must prove her claim on a balance of probabilities (meaning “more likely than not”). I have read the parties’ submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision.
10. On January 4, 2022, Ms. Seow bought 2 tickets through her RBC Rewards account for a Westjet flight, from Hawaii to Vancouver, which was scheduled to depart at 11:40 p.m. on February 16, 2022 (tickets). Ms. Seow arrived at the Hawaii airport in the evening of February 16, 2022, unaware that the Westjet flight that night had been cancelled and that around January 15, 2022 RBC had rebooked her on a Westjet flight departing at 11:40 p.m. on February 17. None of this is disputed.
11. At the airport on February 16, Ms. Seow was told about the Westjet flight change. Ms. Seow decided not to wait for the February 17 Westjet flight and instead bought 2 tickets for a return flight through Alaska Airlines (replacement tickets), at a cost of

\$874.10. That Alaska Airlines flight left around the same time as the original Westjet flight was scheduled to depart on February 16. Again, none of this is disputed.

12. As noted, Ms. Seow seeks reimbursement of the \$874.10 from RBC. The parties agree RBC credited Ms. Seow's RBC account with 31,736 rewards points (valued at \$317.36), which is equivalent to the amount of rewards points Ms. Seow used to purchase the tickets.
13. Ms. Seow says she was unable to confirm the Westjet February 16 flight before heading to the airport, because she says Westjet's website displayed error messages. I find this difficulty was not RBC's responsibility, under the parties' contract or otherwise. I note that despite those error messages, there is no evidence that Ms. Seow attempted to call Westjet, the airport, or RBC before heading to the airport on February 16.
14. Central to this dispute is that Ms. Seow denies RBC ever emailed her that the February 16 flight had been cancelled and that she had been rebooked on the February 17 Westjet flight. In contrast, RBC says as a courtesy it emailed Ms. Seow about the change on January 16 and 22, 2022. More on the emails below.
15. First, the parties' contract's terms and conditions say at paragraph 27, titled "Limit of our Responsibility", that RBC is not responsible for any loss or damage caused by a travel supplier (such as Westjet). I note Ms. Seow argues RBC was a travel supplier but the parties' contract expressly says at paragraph 24 that it is not. Most significantly, paragraph 27(a)(xiv) says that RBC is not liable for any failure to provide Ms. Seow with information that results in travel arrangements that have a higher cost or differ from other arrangements. Paragraph 27(a)(xv) permits RBC at its discretion to find a suitable replacement reward and to credit Ms. Seow points back to her RBC Rewards account, but that RBC will not assume any costs Ms. Seow incurs relating to that reward. Paragraph 27(a)(xviii) says RBC is not liable if it fails to communicate with Ms. Seow as set out in the contract's terms.

16. Overall, I find the effect of the parties' contractual terms is that Ms. Seow cannot hold RBC liable for the Alaska Airlines flight cost that followed Westjet's decision to cancel its February 16 flight. Given the contract's terms summarized above, I find this is so whether RBC emailed Ms. Seow about the Westjet flight change from February 16 to 17 or not.
17. Second, the parties' contract at paragraph 29 permits RBC to communicate with Ms. Seow by email. RBC says as a courtesy it did send Ms. Seow 2 emails about the rescheduled Westjet flight, on January 16 and 22, 2022, but that its emails were system-generated and that RBC does not retain copies. However, RBC provided Ms. Seow a "re-creation" of that email, a copy of which is in evidence and which I find explains the flight change. Further, in this dispute RBC uploaded screenshots of its computer system's internal record that in summary form indicate RBC emailed Ms. Seow on January 16 and 20, 2022 about the re-scheduled Westjet flight.
18. On balance, I find it likely RBC did send emails to Ms. Seow, given the records in evidence. As noted, I accept Ms. Seow did not see those emails, since I find it unlikely she would show up at the airport on February 16 for a flight if she knew it had been rescheduled for 24 hours later. However, the fact she did not see those emails does not mean RBC did not send them.
19. Next, as noted Ms. Seow was told on arrival at the airport that the February 16 Westjet flight was changed to February 17. I find it was Ms. Seow's choice to buy the Alaska Airlines tickets, since there is no evidence before me that her having already arrived at the airport necessitated her leaving that night. While she argues she did not want to be "stranded" at the airport, I find it unproven she would have been stranded. Again, RBC is not responsible for Westjet's flight changes. Even if Ms. Seow had received RBC's email notifying her of the Westjet flight change she would have had to remain in Hawaii an extra night or pay for an alternate flight as she chose to do. I find no basis to hold RBC responsible for the associated cost, bearing in mind RBC did credit her for the original tickets.

20. Further, I note Ms. Seow cited some case law that she says supports her position. I find those cases unhelpful because the underlying facts are different. In those cases, the respondent or defendant cancelled the flights in question. Here, as noted above, it was Westjet who changed the flight from February 16 to 17. As noted, I also find RBC did email Ms. Seow about that flight change and I find the parties' contract relieves RBC of liability for the claimed damages. Given the above, I dismiss Ms. Seow's claims.
21. Finally, even if I had found RBC liable, I would not have awarded the full \$874.10 claimed. Doing so would unjustly enrich Ms. Seow, since she did fly home and RBC already credited her RBC Rewards account \$317.36 for the value of the original tickets' points. I would have limited Ms. Seow's damages to the difference, namely \$556.74.
22. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Ms. Seow was unsuccessful I dismiss her claim for reimbursement of CRT fees. RBC did not pay CRT fees and neither party claims dispute-related expenses.

## **ORDER**

23. I dismiss Ms. Seow's claims and this dispute.

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Shelley Lopez, Vice Chair