



Civil Resolution Tribunal

Date Issued: March 16, 2023

File: SC-2022-005449

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Worchel v. United Airlines, Inc.*, 2023 BCCRT 212

BETWEEN:

DEREK WORCHEL

APPLICANT

AND:

UNITED AIRLINES, INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Shelley Lopez, Vice Chair

INTRODUCTION

1. This dispute is about compensation for flight delay. Through a third party provider, Online Travel Agency Expedia (Expedia), the applicant, Derek Worchel, booked

direct international flights, for himself and his spouse, which were operated by the respondent airline, United Airlines, Inc. (United). Mr. Worchel says United failed to directly update him about flight schedule changes. Mr. Worchel claims \$2,200, saying that is the amount he is entitled to under the *Canada Transportation Act* (CTA) for “extreme delays” and because United downgraded his premium paid direct flight to a flight with a stop.

2. United says the flight schedule changes were made several months in advance of the scheduled February 2022 flights, and so there is no available compensation under the CTA or the *Air Passenger Protection Regulations* (APPR). Further, United says Mr. Worchel was notified of the schedule changes in advance, which as noted Mr. Worchel denies.
3. Mr. Worchel is self-represented. United is represented by an employee or principal. For the reasons that follow, I dismiss Mr. Worchel’s claim.

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. As the CRT’s mandate includes proportional and speedy dispute resolution, 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.
8. As noted above, Mr. Worchel says he never received notice of the flight schedule changes. In his final reply argument, Mr. Worchel says, “Please provide these emails and texts in writing so I can view them”. United has already uploaded its records of the notifications, which I address in my decision below. There is no evidence before me that United has any different version of the notification records. Mr. Worchel chose not to add Expedia as a party to this dispute. He provided no explanation for not providing a statement or evidence from Expedia. Bearing in mind the CRT’s mandate that includes speed, efficiency, and proportionality, I decline to require United (or the non-party Expedia) to produce any additional evidence.

ISSUES

9. The issues in this dispute are:
 - a. Whether United failed to notify Mr. Worchel of the flight schedule changes, and
 - b. Whether Mr. Worchel is entitled to the claimed \$2,200 in compensation, under the APPR or otherwise.

EVIDENCE AND ANALYSIS

10. As the applicant in a civil proceeding like this one, Mr. Worchel must prove his claims on a balance of probabilities (meaning “more likely than not”). I have read all the submitted evidence and arguments but refer only to what I find relevant to provide context for my decision.

11. The background facts are essentially undisputed. In September 2021 Mr. Worchel booked international United flights for himself and his spouse through Expedia. The outbound flight was scheduled to depart on February 20, 2022. On November 6, 2021, United made a schedule change to the flights, including a stop on the outbound flight rather than it being a direct flight as originally booked. For each of the outbound and inbound flights, the schedule changes resulted in arrivals at the ultimate destinations several hours later than originally scheduled.
12. As noted above, Mr. Worchel booked the United flights through Expedia, which is not a party to this CRT dispute. While I accept that Mr. Worchel paid a premium for a direct flight, it is undisputed he did not contract with United directly and he did not pay United anything for that flight. Mr. Worchel also submitted no evidence to support his assertion there as a \$1,200 per ticket fare difference, both for the original scheduled flights and the rescheduled flights. I find it unproven that United is responsible for any loss associated with the additional stop, noting also that as a goodwill gesture United offered a \$150 travel certificate to each of Mr. Worchel and his spouse.
13. Next, it is undisputed that the rescheduled flights arrived either early or with only a short delay such that compensation under the APPR is not required. Mr. Worchel does not seek compensation for any delay in the rescheduled flights. Rather, he seeks compensation for the time delay between the originally scheduled flights and the rescheduled flight arrival times.
14. I turn then to potential compensation under the applicable legislation for flight schedule changes and the associated delays beyond the originally scheduled arrival times. Mr. Worchel acknowledges that United was entitled to make flight schedule changes. However, he says section 21 of the CTA required United to directly notify him of flight schedule changes and says he had no notice of the flight schedule changes, at least not before the day of the flight. Section 21 of the CTA does not address notification of passengers. I see nothing in the CTA that required United to directly notify Mr. Worchel about flight schedule changes.

15. I turn then to the notice United provided about the flight schedule changes. United says it notified Expedia that Mr. Worchel's February 2022 flights had schedule changes. Significantly, United further says Expedia in turn notified Mr. Worchel of these changes. In particular, by email on January 26 and 30, 2022 and by SMS text on January 30, 2022. It is these communications Mr. Worchel says he did not receive. United submitted in evidence a copy of an email Expedia sent United in response to United's enquiries about what notification Expedia gave Mr. Worchel about the flight changes. Expedia wrote that its notes indicate it emailed Mr. Worchel on January 26 and 30, and sent the January 30, 2022 text. In the body of its email, Expedia copied and pasted an excerpt of its internal coding that it said showed this. United also submitted copies of Expedia's emails to Mr. Worchel on January 26 and 30. Notably, Expedia wrote that it used the same email address and phone number that Mr. Worchel used in this dispute.
16. I accept Mr. Worchel was not aware of the schedule change emails or text. However, I find that that is not determinative of United's liability. I find it likely that Expedia sent Mr. Worchel notifications about the flight schedule changes, and did so well in advance of the flights. Even if United was required to directly notify Mr. Worchel, I have no evidence before me that he would have likely received those emails or text when he did not receive Expedia's sent to the same addresses. In any event, I find nothing in the CTA or APPR required United to notify Mr. Worchel of the flight schedule changes directly, rather than through Expedia.
17. Next, while Mr. Worchel argues that Expedia never updated its app to reflect the flight changes, again that is a matter between Mr. Worchel and Expedia, not United.
18. In any event, United says compensation under the CTA and APPR does not apply. I agree. This is because the flight changes were made more than 14 days in advance of the scheduled flights and because only Mr. Worchel's rescheduled return flight had a slight delay that fell short of a compensable delay under the APPR (see APPR, section 12(2)(d)). In other words, there is nothing in the CTA or APPR that requires

United to compensate Mr. Worchel for the flight schedule changes, because the changes were made more than 14 days ahead of the originally scheduled flights.

19. So, I find Mr. Worchel's claim cannot succeed in either contract or under any statutory compensation scheme. I dismiss his claim.
20. Given my conclusion above, I do not need to address the issue that part of Mr. Worchel's claim is for his spouse's flights' delays and the fact that his spouse is not an applicant in this CRT dispute.
21. 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. Mr. Worchel was unsuccessful and so I dismiss his claim for reimbursement of paid CRT fees. United did not pay CRT fees and no dispute-related expenses were claimed.

ORDER

22. I order Mr. Worchel's claim and this dispute dismissed.

Shelley Lopez, Vice Chair