



Civil Resolution Tribunal

Date Issued: October 13, 2023

File: SC-2022-007555

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hwang v. Ock Tour Ltd.*, 2023 BCCRT 872

BETWEEN:

HYUN SUK HWANG

APPLICANT

AND:

OCK TOUR LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about a refund for a plane ticket. The applicant, Hyun Sun Hwang, purchased a flight through the respondent, Ock Tour Ltd. (Ock Tour). When Mrs. Hwang tried to change her flight, she says Ock Tour tried to charge her additional fees, so she booked a different, more expensive flight with another company and

sought a refund from Ock Tour. Mrs. Hwang says that Ock Tour did not provide her a refund, so she filed this claim for both a refund of her fare and the difference in the flight costs.

2. Mrs. Hwang later amended her claim by removing her request for a refund. Her amended claim is for \$226, which she says is the difference in price between her original airfare and her second booking.
3. Ock Tour says it refunded Mrs. Hwang's original flight and should not be required to pay the difference in fare. It asks that I dismiss Mrs. Hwang's claim.
4. Mrs. Hwang is represented by her daughter, M, who is not a lawyer. Ock Tour is represented by its owner, Jeong Ho Kim.
5. For the reasons that follow, I dismiss Mrs. Hwang's claim.

JURISDICTION AND PROCEDURE

6. 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.
7. 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.
8. 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.

9. 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

10. The issue in this dispute is whether Ock Tour must pay Mrs. Hwang the difference in the cost of her original airfare and her new booking.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Mrs. Hwang must prove her claim on a balance of probabilities. This means “more likely than not”. I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
12. Despite being given the opportunity to do so, Mrs. Hwang did not provide any written argument beyond what she wrote in the Amended Dispute Notice. Likewise, Mrs. Hwang did not provide any evidence to support her claim. CRT staff attempted to follow up with Mrs. Hwang on multiple occasions, but were unsuccessful.
13. There is no dispute that on October 14, 2021, Mrs. Hwang booked a round-trip flight through Ock Tour for \$1,658.98. Mrs. Hwang says that when she attempted to change the flight’s dates, she was told she would have to pay additional charges. Mrs. Hwang says that when she disagreed with paying those charges, she made a new travel booking, apparently through a different company, for a higher price.
14. As noted above, Mrs. Hwang originally claimed a refund of her ticket from Ock Tour. The refund’s timing is not clear, but there is no dispute that Ock Tour provided a refund of \$1,658.98 to Mrs. Hwang. So, Mrs. Hwang amended her claim to \$226 in

damages, representing the alleged difference between her original ticket and her second booking.

15. The challenge for Mrs. Hwang is that she did not provide any evidence other than her own statement to support her claim that her new ticket was more expensive. Parties are told that they must provide all necessary evidence, such as receipts, to support their claim. Without that evidence, Mrs. Hwang is unable to prove the details of her claim for \$226. On that basis, I dismiss her claim as unproven.
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 see no reason in this case not to follow that general rule. I find Ock Tour is entitled to reimbursement of \$50 in CRT fees. Neither party claimed any dispute-related expenses, so I make no order for them.

ORDERS

17. Within 21 days of the date of this order, I order Mrs. Hwang to pay Ock Tour a total of \$50 in CRT fees.
18. The respondent is entitled to post-judgment interest, as applicable.
19. Mrs. Hwang's claims are dismissed.
20. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Christopher C. Rivers, Tribunal Member