



Civil Resolution Tribunal

Date Issued: December 21, 2023

File: SC-2023-001000

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shoman v. Epic Rides Limited*, 2023 BCCRT 1124

B E T W E E N :

HOSSAM SHOMAN

APPLICANT

A N D :

EPIC RIDES LIMITED

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. Hossam Shoman was a customer of Epic Rides Limited, which operates a bus service between Vancouver and Whistler. On December 11, 2022, Mr. Shoman reserved a seat on the 5:30 pm bus from Whistler to Vancouver but hoped he could board the 4

pm bus if there were available seats. Epic Rides did not let Mr. Shoman board the 4 pm bus. Mr. Shoman says there were available seats on the 4 pm bus and Epic Rides made him wait unnecessarily for the 5:30 pm bus. He claims \$420 as a refund of the 2 bus ticket packages he purchased in 2022. Mr. Shoman represents himself.

2. Epic Rides says it honoured Mr. Shoman's reservation and had no obligation to let him board an earlier bus. It says I should dismiss the claim. A director represents Epic.
3. As I explain below, I dismiss Mr. Shoman's claim.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority 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.
5. 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.
6. 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.
7. After the deadline to provide submissions and evidence, Mr. Shoman asked to submit additional evidence. He said Epic Rides had blocked his access to his online account, leaving him unable to use pre-purchased passes. I find this is a separate potential claim arising from alleged facts that were not set out in the Dispute Notice filed at the

outset of this dispute, which was about a single instance of being denied boarding. Procedural fairness requires that respondents have an adequate opportunity to respond to the claims against them. I find it would be procedurally unfair to Epic Rides to consider Mr. Shoman's new potential claim about his online account, so I decline to admit this new evidence. Mr. Shoman is free to bring a claim about his online account and pass use, subject to any applicable limitation period.

ISSUE

8. The issue in this dispute is whether Mr. Shoman is entitled to damages for Epic Rides' refusal to let him board the 4 pm bus, and if so, what are his damages?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Shoman must prove his claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. As noted, Epic Rides operates a bus service between Vancouver and Whistler. On November 25, 2022, Mr. Hassam purchased an Epic Rides "multi pass" that gave him 10 one-way trips between downtown Vancouver and Whistler for \$157.50. On December 1, 2022, Mr. Hassam purchased another multi pass, this one for 10 round trips for \$262.50. In total, Mr. Hassam spent \$420, which is what he claims in this dispute.
11. The multi pass tickets could be used at any time but had to be reserved with Epic Rides. On December 11, 2022, Mr. Shoman booked a round trip from Vancouver to Whistler on the same day. He says he wanted to return at 4 pm, but Epic Rides' online system showed no available seats at 4 pm, so he booked the 5:30 pm bus.
12. Mr. Shoman rode the bus to Whistler that morning. When Mr. Shoman wanted to return home, around 3:30 pm, he spoke to Epic Rides' "bus driver manager", who told

him he could not board the 4 pm bus because it was full, and he had to wait for his 5:30 pm bus.

13. Mr. Shoman says he checked with the manager again at 3:55 but was again told the bus was full. However, some of Mr. Shoman's friends were on the bus, and they told him it was not full. Photos in evidence, which I accept Mr. Shoman received from his friends on the 4 pm bus, show a handful of empty seats.
14. Mr. Shoman called and emailed Epic Rides to complain but was not satisfied with the response. Mr. Shoman says as an Epic Rides customer since 2018, he is disappointed with the way Epic Rides treated him.
15. Epic Rides says it honoured the reservation Mr. Shoman made. It says if he wanted to return at 4 pm, he needed to book his ticket earlier, before the 4 pm bus was fully reserved. Epic Rides does not dispute that there may have been some empty seats on the 4pm bus, but it says its policy is not to delay a departure to conduct a head count to allow would-be stand-by passengers to board.
16. Mr. Shoman makes 2 arguments. The first is that Epic Rides engaged in deceptive or unconscionable practices contrary to sections 5 and 9 of the *Business Practices and Consumer Protection Act* (BPCPA). Those sections together say that a supplier like Epic Rides must not commit or engage in a deceptive or unconscionable act or practice as part of a consumer transaction. I find the purchase of a bus ticket is a consumer transaction and the BPCPA applies to this transaction.
17. Section 171 of the BPCPA says that the BC Provincial Court has authority over proceedings to recover damage or loss for failure to comply with the BPCPA. The CRT does not have authority to award remedies for a BPCPA breach. However, I have considered whether the alleged unconscionable and deceptive acts made the parties' contract unenforceable at common law.
18. Mr. Shoman says when he attempted to book the 4 pm return bus, the online portal indicated there were no seats available. He says this was a misrepresentation because the empty seats on the 4 pm bus showed that seats were available. I find

that later empty seats does not mean seats were available when Mr. Shoman attempted to book the 4pm bus on December 11. Both parties refer to “no shows” in submissions and I find this is likely why some seats were empty. I find nothing deceptive or unconscionable in the reservation process.

19. Next, Mr. Shoman says the manager falsely said the bus was full. I find the manager was likely referring to the tickets being sold out rather than the absence of unoccupied seats, which could not be predicted in advance of departure. I find there was no deception here. So, I find the parties’ contract for bus travel was enforceable.
20. I turn to Mr. Shoman’s other argument. He says as a ticket holder he was entitled to use any available seats. He says this entitlement comes from 2 sources. The first is his claimed past practice of being allowed to board at “alternative times”. Epic Rides does not specifically dispute that it let Mr. Shoman board at times he had not reserved in the past, but says it had no obligation to continue to do so. I agree. I accept that not wanting to delay departures to allow stand-by passengers was a valid reason not to allow Mr. Shoman to board the 4 pm bus.
21. The other source of Mr. Shoman’s claimed entitlement is the ticket receipt’s fine print. It says Epic Rides reserves the right to sell any reserved seat to waiting passengers at the scheduled departure time. Mr. Shoman says this means Epic Rides must allow passengers to board if there are no-shows. I disagree. Epic Rides’ right to sell unclaimed seats at the scheduled departure time does not obligate it to do so. Nothing in the fine print or otherwise gave Mr. Shoman, as a ticket holder for a scheduled time, the right to an earlier departure, even if seats were available.
22. In summary, Mr. Shoman purchased a 5:30 pm bus ticket and he rode the 5:30 pm bus. Epic Rides did not breach the contract by refusing to let Mr. Shoman board the 4 pm bus, and I find no basis to set aside the contract for unconscionability or deception. I therefore dismiss Mr. Shoman’s claim.
23. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Epic

Rides was successful but did not pay CRT fees. I dismiss Mr. Shoman's claim for CRT fees. Neither party claims dispute-related expenses.

ORDER

24. I dismiss Mr. Shoman's claims and this dispute.

Micah Carmody, Tribunal Member