



Civil Resolution Tribunal

Date Issued: March 15, 2024

File: SC-2023-008290

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Watters v. American Airlines, Inc.*, 2024 BCCRT 272

BETWEEN:

MEGAN WATTERS

APPLICANT

AND:

AMERICAN AIRLINES, INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about compensation for a flight delay in July 2022. The applicant, Megan Watters, purchased connecting flights from the respondent airline, American Airlines, Inc., (American Airlines). Ms. Watters' first flight was delayed, meaning she would not make her connecting flight. American Airlines rebooked her on a flight the following day. Ms. Watters claims \$1,000 in compensation under the *Air Passenger Protection Regulation* (APPR). She represents herself.

2. American Airlines says the flight was delayed due to safety reasons, so Ms. Watters is not entitled to any compensation under the APPR. American Airlines is represented by an employee.

JURISDICTION AND PROCEDURE

3. 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.
4. 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 in the interests of justice.
5. 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 court.
6. 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

7. The issue in this dispute is to what extent, if any, Ms. Watters is entitled to the claimed compensation under the APPR.

EVIDENCE AND ANALYSIS

8. In a civil claim such as this, the applicant Ms. Watters must prove her 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.
9. Ms. Watters was scheduled to fly from Wilmington, North Carolina to Vancouver, British Columbia, with a stopover in Dallas, Texas. She was originally scheduled to arrive in Vancouver at 11:38pm on July 23, 2022. After boarding the plane in Wilmington, American Airlines staff announced a “maintenance delay”, and all passengers were deplaned. Ms. Watters was booked on a flight the next day. She ultimately arrived in Vancouver at 11:08pm on July 24, 2022, nearly 24 hours later than scheduled.
10. American Airlines says the delay was the result of a safety issue, specifically an unscheduled maintenance issue with fueling the plane. It says Ms. Watters is not entitled to any compensation under the APPR. Among other things, the APPR provides a compensation scheme for passengers when flights are cancelled or delayed for reasons within an airline’s control.
11. Ms. Watters does not appear to dispute that the delay was for safety reasons, or argue the delay was within American Airlines’ control, other than to say it likely knew about the issue sooner than it advised passengers. This is important because an airline is not required to compensate a passenger for delays that are within the airline’s control but required for safety purposes or, outside the airline’s control, under sections 11(1) and 10(1) of the APPR.
12. Instead, Ms. Watters argues that American Airlines breached section 19(4) of the APPR which requires airlines to either provide compensation for delays or provide an explanation about why it is not paying compensation within 30 days of a passenger’s request for compensation.

13. Ms. Watters says she asked American Airlines for proof of its claim that the delay was for “maintenance required for safety”, and it has refused to provide it. At the time of the delay, American Airlines undisputedly informed Ms. Watters the reason for the delay was unscheduled maintenance due to a safety issue. In response to Ms. Watters request for additional information, American Airlines emailed that it acknowledged Ms. Watters sought “specific documentation”, but said “flight records are proprietary company documents which are not available for distribution”. Neither Ms. Watters nor American Airlines provided Ms. Watters’ initial request, so I am unable to determine what specific information or documents Ms. Watters requested. In any event, based on my findings below, nothing turns on this.
14. As noted, section 19(4) of the APPR says that, within 30 days of Ms. Watters’ request, American Airlines had to either provide compensation for the delay, or explain to Ms. Watters’ why compensation was not payable. Ms. Watters relies on Canadian Transportation Agency Decision No. 122-C-A-2021 that says an airline’s explanation informs a passenger’s decision about whether to pursue further recourse against an airline for a delay. Ms. Watters says American Airlines’ response email fell short of further explaining the delay, so argues she is entitled to \$1,000 as delay compensation. Essentially, Ms. Watters is arguing that because American Airlines breached section 19(4) of the APPR by not providing proof of the safety delay, I should order it to compensate her \$1,000, as if the delay was within their control and not for safety reasons. I disagree.
15. I find there are no provisions in the APPR or the APPR’s governing legislation, the federal *Canada Transportation Act* (CTA), that entitle Ms. Watters to compensation or damages for an airline’s failure to comply with the APPR. Instead, the APPR provides for compensation specifically for flight disruptions including delays, cancellations, and denial of boarding.
16. Sections 32 and 33 and the Schedule to the APPR list various administrative monetary penalties payable for a contravention of the APPR. The Schedule states there is a maximum \$25,000 penalty for a contravention of section 19(4) of the APPR.

17. The CTA provides further guidance on administrative penalties. Sections 179 and 180 of the CTA say that anyone who contravenes a provision, requirement, or condition commits a violation and is liable for either a penalty or a warning. A designated enforcement officer may issue and serve a notice of violation. The receiving party must either pay the penalty or file a written review request to the Transportation Appeal Tribunal of Canada. The CRT has no jurisdiction to administer penalties under the CTA.
18. I find there is no legal basis for Ms. Watters' claim for damages for American Airlines' alleged breach of section 19(4) of the APPR. Given this, I dismiss her claim.
19. For clarity, I make no findings about whether American Airlines breached section 19(4) of the APPR by allegedly not providing sufficient proof of the reason for the flight delay.
20. 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 Ms. Watters was not successful, I dismiss her claim for reimbursement of tribunal fees. American Airlines did not pay any fees and neither party claimed dispute-related expenses.

ORDER

21. Ms. Watters' claims, and this dispute, are dismissed.

Andrea Ritchie, Vice Chair