



Civil Resolution Tribunal

Date Issued: March 19, 2024

File: SC-2023-001448

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Le v. GoodLife Fitness Centres Inc. (dba GoodLife Fitness, GoodLife Fitness for Women, GoodLife)*, 2024 BCCRT 280

B E T W E E N :

ALEXANDER LE

APPLICANT

A N D :

GOODLIFE FITNESS CENTRES INC. (DBA GOODLIFE FITNESS,
GOODLIFE FITNESS FOR WOMEN, GOODLIFE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about a gym membership refund.
2. Alexander Le asked GoodLife Fitness Centres Inc. (dba GoodLife Fitness, GoodLife Fitness for Women, GoodLife) (GoodLife) to cancel their gym membership and refund

them due to medical reasons. Mr. Le says GoodLife refused to refund them. Mr. Le claims a \$418.95 refund for their membership fees.

3. GoodLife says Mr. Le did not provide medical documentation to support their refund and cancellation request for medical reasons until after their annual membership had expired. GoodLife says it does not owe Mr. Le anything.
4. Mr. Le is self-represented. GoodLife is represented by an employee, Monica Machado, who is a lawyer.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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 court.
8. 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

9. The issue in this dispute is whether GoodLife must refund Mr. Le \$418.95 in membership fees.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Le must prove their claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
11. Mr. Le entered into a contract with GoodLife on July 27, 2021 for a 1-year gym membership from July 28, 2021 to July 27, 2022 for \$399 plus tax. Mr. Le's bank records show they paid GoodLife \$418.95 on July 28, 2021.
12. On October 7, 2022, Mr. Le emailed GoodLife asking to cancel their membership due to medical reasons and asked for a refund of their membership fee. I note that Mr. Le's original contract term with GoodLife ended on July 27, 2022, around 6 months before they asked to cancel their membership in October 2022. Neither party made any submissions on this issue, and the parties' contract did not include any terms about membership renewals. Further, the evidence does not support a finding that the parties renewed Mr. Le's 1-year membership in July 2022 on the same terms as the July 27, 2021 contract. I say this because the evidence shows that when Mr. Le asked to cancel in October 2022, GoodLife responded that Mr. Le's membership was set to expire on February 15, 2023.
13. Neither party explained the status of Mr. Le's membership when he asked to cancel it in October 2022. In addition, Mr. Le did not say what, if any, further membership fees they paid after their contract expired on July 27, 2022. They also did not provide any documentary evidence to show they paid any further membership fees after the \$418.95 they paid on July 28, 2021 for the contract's 1-year term.

14. As noted, Mr. Le bears the burden of proving their claims. Here, I find the evidence does not show Mr. Le asked to cancel their membership at any point during the contract's 1-year term. So, I find they are not entitled to any refund of the \$418.95 membership fees they paid in July 2021.
15. The evidence does show Mr. Le asked to cancel their membership in October 2022. However, as noted, Mr. Le did not provide any details of their membership status after July 27, 2022 when the contract's term expired, or any evidence that they paid any further membership fees after July 28, 2021. Therefore, even if Mr. Le was entitled to cancel their membership for medical reasons and receive a partial refund in October 2022, which I make no findings about, I do not have the evidence required to determine what, if any, refund Mr. Le would be entitled to. Given all the above, I find Mr. Le has not proved they are entitled to any refund from GoodLife, and I dismiss Mr. Le's claims.

CRT fees and expenses

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. As Mr. Le was unsuccessful, I dismiss their claim for reimbursement of paid CRT fees and their claim for reimbursement of dispute-related expenses. GoodLife did not pay any CRT fees or claim any dispute-related expenses.

ORDER

17. I dismiss Mr. Le's claims and this dispute.

Leah Volkers, Tribunal Member