



Civil Resolution Tribunal

Date Issued: June 18, 2024

File: SC-2023-003746

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Gaston v. Sea to Sky Paragliding Inc.*, 2024 BCCRT 567

B E T W E E N :

STEPHANIE GASTON

APPLICANT

A N D :

SEA TO SKY PARAGLIDING INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. The applicant, Stephanie Gaston, says that in September 2022 she bought a paragliding flight from the respondent, Sea to Sky Paragliding Inc. (SSP). Ms. Gaston says she bought the flight as a gift for her boyfriend. Ms. Gaston says she tried to book the flight several times, but SSP did not respond or confirm a booking. She says

SSP also refused to provide a refund. Ms. Gaston requests an order that SSP refund the \$288.50 she paid for the flight.

2. SSP says Ms. Gaston bought a gift certificate for a “tandem” flight with an instructor. SSP says Ms. Gaston did not follow the booking instructions, which are stated on the gift certificate and on SSP’s website, and which SSP emailed to her. SSP also says Ms. Gaston never tried to book the flight, but instead asked for a refund. SSP says that under its refund policy, Ms. Gaston is not entitled to a refund.
3. Ms. Gaston is self-represented in this dispute. SSP is represented by its owner.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. The CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. These are the CRT’s formal written reasons.
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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUE

7. Is Ms. Gaston entitled to a refund for the paragliding gift certificate?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Ms. Gaston, as the applicant, must prove her claims on a balance of probabilities. I have read the parties' submitted evidence and arguments, but refer only to what I find relevant to provide context for my decision. Ms. Gaston did not provide evidence other than her written submission, although she had the opportunity to do so.
9. As noted above, SSP says Ms. Gaston never tried to book a flight, but instead asked for a refund. I find this is consistent with the evidence before me. That evidence shows that Ms. Gaston purchased the gift certificate for her boyfriend in December 2021. The parties then exchanged emails as follows:
 - January 15, 2022 – Ms. Gaston asked about booking a spring flight
 - January 18, 2022 – SSP replied, stating that Ms. Gaston should text SSP one week before their first available flying dates, and that the flying season usually starts around the May long weekend.
 - August 24, 2022 – Ms. Gaston said she bought the flight as a Christmas gift for her boyfriend, but “unfortunately I don’t think he wants to follow through (yet)”. Ms. Gaston requested a refund.
 - September 11, 2022 – SSP wrote that as stated on its website, gift certificates are transferable for flights, gear, or training, but not refundable. SSP said gift certificates did not expire, and could be reactivated for \$50 after 2 years. SSP wrote that hopefully Ms. Gaston’s boyfriend or someone else would want to fly the following season.
10. The evidence shows that Ms. Gaston texted SSP on September 29, 2022, again asking for a refund. SSP repeated that gift certificates are transferable and exchangeable, but not refundable, and she could use it the following season.

11. Ms. Gaston says that before she requested the refund, she attempted to phone and text SSP several times to book the flight. However, she says she has no copies of messages from that long ago.
12. As noted above, Ms. Gaston bears the burden of proving her claims in this dispute. Ms. Gaston has not provided any evidence, such as cell phone billing records, to prove that she tried to contact SSP before requesting a refund in her August 24, 2022 email. So, I find Ms. Gaston has not proved her assertion that she tried to book the flight.
13. Ms. Gaston also says she believed she was buying a booking, not a gift certificate. I find nothing turns on this distinction. This is because I find that Ms. Gaston did not book or try to book the flight. There is also no evidence before me that her boyfriend did so. SSP provided information showing that the amount paid had not expired, and could be used for a flight or another product or service. Ms. Gaston has not proved that either gift certificates or paid flights are refundable for any reason.
14. For these reasons, I find Ms. Gaston is not entitled to refund. I dismiss her claim.
15. Ms. Gaston did not pay CRT fees, and neither party claimed dispute-related expenses. So, I order no reimbursement.

ORDER

16. I dismiss Ms. Gaston's claim.

Kate Campbell, Vice Chair