



Civil Resolution Tribunal

Date Issued: August 27, 2024

File: SC-2023-006872

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sharma v. Kwantlen Polytechnic University*, 2024 BCCRT 832

BETWEEN:

SHINE SHARMA

APPLICANT

AND:

KWANTLEN POLYTECHNIC UNIVERSITY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Megan Stewart

INTRODUCTION

1. This dispute is about a university tuition fee refund.
2. Shine Sharma paid Kwantlen Polytechnic University (KPU) \$14,500 for tuition fees in July 2021. Ms. Sharma was to begin a two-year program at KPU in January 2022. In March 2022, Ms. Sharma requested a full refund of her tuition fees. KPU refunded

Ms. Sharma \$8,940. Ms. Sharma seeks \$5,000 for the balance she says is owing. She has limited her claim to this amount in order to keep it within the Civil Resolution Tribunal's (CRT) \$5,000 small claims monetary limit. Ms. Sharma is self-represented.

3. KPU says Ms. Sharma missed the deadline for a full refund of her paid tuition fees, so she is not entitled to the claimed amount. An employee represents KPU.

JURISDICTION AND PROCEDURE

4. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act (CRTA)*. CRTA section 2 states 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.
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. Some of the evidence in this dispute amounts to a "she said, it said" scenario, with each party calling into question the other's credibility, or truthfulness. However, in *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required even where credibility is in issue. It depends on what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions.
6. Here, neither party requested an oral hearing, and I find that cross-examination is unlikely to assist in deciding this dispute. The parties each refer to documentary evidence that they have failed to provide, for reasons that are not explained. Given this, and bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary in the interests of justice. I have decided this dispute on the limited evidence before me.

7. CRTA section 42 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.

ISSUE

8. The issue in this dispute is whether Ms. Sharma is entitled to the claimed \$5,000 as a refund for paid tuition fees.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Sharma must prove her claims on a balance of probabilities, meaning more likely than not. Ms. Sharma did not provide written submissions other than those in the Dispute Notice issued at the start of these proceedings. Neither party provided documentary evidence. So, I have considered Ms. Sharma's Dispute Notice, and KPU's Dispute Response and written submissions in coming to my decision. I only refer to the information I find necessary to explain my decision.
10. In August 2021, after Ms. Sharma applied and was accepted to KPU, and paid full tuition fees for the first year of the program, she applied for a student visa. Ms. Sharma's visa application was rejected.
11. It is undisputed that on January 15, 2022, Ms. Sharma submitted a tuition refund request indicating she had dropped her classes. KPU says Ms. Sharma had not, in fact, dropped her classes at that time, so she remained registered, and her spot could not be filled by another student. Ms. Sharma appears to accept this, as she says she did not become aware of the requirement to drop her classes until March 17, 2022.
12. The parties agree that on November 3, 2021, Ms. Sharma attended a KPU registration webinar. During the webinar, attendees were reminded to register for their classes online, and that classes fill up quickly. KPU says attendees were also told to review the class start dates and drop deadlines for refunds on KPU's website. KPU

says its dates and deadlines webpage showed the last date for withdrawal with a full tuition fee refund for the spring 2022 semester was January 4, 2022. Ms. Sharma generally disputes this, and says that until she asked for a full refund of her tuition fees, there was no mention of a drop deadline. However, I note Ms. Sharma does not say she mentioned she was not told of the drop deadline when she asked for a refund, or provide documentary evidence showing she raised this with KPU at the time.

13. KPU says that on the day after the webinar, November 4, one of its representatives emailed Ms. Sharma using her personal email address, to remind her of the January 4, 2022 drop deadline. It says it followed up with another similar email on November 23.
14. As noted, neither party submitted documentary evidence. So, I am left with an evidentiary tie as to what each party says happened. Based on the information available, I find Ms. Sharma has not proven KPU failed to inform her about tuition fee refunds before the drop class deadline, as alleged.
15. Next, Ms. Sharma says she was unable to access the KPU portal and her email account from November 3, 2021 to March 26, 2022 because her password stopped working. She says she emailed KPU from her personal email account about her access difficulties, but was repeatedly told to communicate using her inaccessible KPU email address. Since she was unable to resolve the access problems, Ms. Sharma says she could not drop her classes.
16. KPU disagrees that Ms. Sharma could not resolve her access issues. It says had Ms. Sharma reset her password through the standard procedures offered by its login system, she could have signed on and dropped her classes in time to receive a full refund. Even if she was unable to remember the answers to her verification questions, KPU says Ms. Sharma could have requested a password reset via her personal email. KPU says Ms. Sharma never reached out to advise it of her difficulties logging in.

17. Again, the difficulty here is the lack of documentary evidence, particularly for Ms. Sharma. That is, she provided no evidence that she tried to email KPU to advise of her difficulty accessing her email and the portal as she says she did, or that the responses she received were unhelpful. So, I find Ms. Sharma has not proven she was unable to access the KPU portal and her email account, and so could not drop her classes in time for a full refund.
18. Given all the above, I dismiss Ms. Sharma's claim.
19. 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. Ms. Sharma was unsuccessful, so I dismiss her claim for CRT fees. As it was the successful party, I allow KPU's claim for \$50 for its paid CRT fees. Neither party claimed dispute-related expenses, so I order none.

ORDERS

20. Within 21 days of this decision, I order Ms. Sharma to pay KPU \$50 as reimbursement for CRT fees.
21. KPU is entitled to post-judgment interest under the *Court Order Interest Act*.
22. I dismiss Ms. Sharma's claims.
23. This is a validated decision and order. 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.

Megan Stewart, Tribunal Member