



# Civil Resolution Tribunal

Date Issued: October 2, 2024

File: SC-2023-001279

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Prinz v. WestJet Airlines Ltd.*, 2024 BCCRT 980

BETWEEN:

LAURA PRINZ

**APPLICANT**

AND:

WESTJET AIRLINES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about expenses related to a cancelled flight. The applicant, Laura Prinz, says the respondent, WestJet Airlines Ltd., cancelled her flight and failed to reimburse her for reasonable expenses due to the cancellation. She claims a total of \$1,394.12 for hotel costs, clothes, airport lounge passes, and toiletries. Mrs. Prinz represents herself.

2. WestJet Airlines Ltd. says Mrs. Prinz did not submit an acceptable receipt for the hotel costs, so it did not reimburse her. It also says her hotel costs were excessive. WestJet Airlines Ltd. further says it is not obligated to reimburse Mrs. Prinz for clothing, lounge passes, or toiletries. WestJet Airlines Ltd. is represented by an in-house lawyer, Andrew Kay.

## **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. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing, nor was one requested.
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.

### ***WestJet's name***

7. In its Dispute Response and submissions, WestJet Airlines Ltd. says that Mrs. Prinz's flight was actually operated by WestJet, an Alberta Partnership. Apart from this brief statement, WestJet Airlines Ltd. did not explain this further, or provide any documentary evidence about the respondent's correct name. However, I am

satisfied the respondent, which I will refer to as WestJet for the remainder of this decision, was able to provide evidence and full submissions in this dispute. Given the CRT's mandate and the claim's value, I decided to proceed to hear this dispute without further submissions from the parties about the naming issue.

## **ISSUE**

8. The issue in this dispute is whether Mrs. Prinz is entitled to her claimed expenses.

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, the applicant Mrs. Prinz 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.
10. Mrs. Prinz booked a WestJet flight from Vancouver to Terrace for November 6, 2022. While she was at the airport on November 6, WestJet cancelled Mrs. Prinz's flight. WestJet rescheduled Mrs. Prinz on a flight leaving Vancouver on November 9, 2022. Ultimately, Mrs. Prinz was delayed a total of 67 hours and 22 minutes.
11. WestJet undisputedly paid Mrs. Prinz \$1,000 as compensation for the delay under the *Air Passenger Protection Regulations* (APPR). However, Mrs. Prinz says WestJet has failed to reimburse her for reasonable costs resulting from the delay. She claims \$937.18 for hotel accommodation for the 3 extra nights in Vancouver, and \$456.94 for new clothes, lounge passes, and toiletries. Together this totals the \$1,394.12 Mrs. Prinz claims in this dispute.

### ***Accommodation***

12. First, the hotel. Mrs. Prinz submitted a receipt for \$937.18 for 3 nights' accommodation at a downtown Vancouver hotel. WestJet does not deny that it must pay Mrs. Prinz for reasonable accommodation costs under the APPR, but says Mrs. Prinz failed to provide a receipt in accordance with its reimbursement guidelines.

WestJet also says Mrs. Prinz could have stayed in a less expensive hotel but elected not to. It says Mrs. Prinz's reimbursement should be limited to \$750.

13. To the extent that WestJet says more affordable hotel options were available, I find this unproven. WestJet provided a notice to Mrs. Prinz when her flight was cancelled that specifically says it tried to secure accommodations for its guests, but that "due to market availability", it could not secure enough rooms. While the notice said WestJet would reimburse up to \$250 per night, I find this limit is arbitrary, and not consistent with the APPR.
14. APPR section 14(2) requires a carrier to offer "reasonable" accommodation, free of charge, if the passenger is required to wait overnight due to a flight delay. There is no \$250 per night limit, as WestJet is trying to apply. I find Mrs. Prinz's accommodation expenses were reasonable and not excessive. Although WestJet says Mrs. Prinz did not provide an itemized receipt, the invoice clearly states it was for 3 nights' accommodation for a total of \$937.18, including \$139.59 in taxes and fees. I find WestJet's allegations that the \$139.59 in taxes and fees may have related to "entertainment, room service, or leisure" to be speculative and unproven by the evidence. Under the APPR, I find WestJet must reimburse Mrs. Prinz \$937.18 for her reasonable accommodation expenses.
15. Mrs. Prinz is entitled to pre-judgment interest on this amount under the *Court Order Interest Act*. Calculated from November 9, 2022, this equals \$82.63.

### ***Clothes, lounge passes, toiletries***

16. Mrs. Prinz provided receipts showing she spent \$343.49 for clothes, \$88.92 for lounge passes, and \$35.88 for toiletries during her 3-day delay. This totals \$468.29, which is slightly more than the \$456.94 claimed, but nothing turns on the difference.
17. Mrs. Prinz says she incurred these expenses due to WestJet's delay. So, she says WestJet must reimburse her. WestJet says it is under no obligation to reimburse these expenses. I agree.

18. Nothing in the APPR or in WestJet's tariff provides for reimbursement of clothing, toiletries, or lounge expenses as a result of a flight delay. Both the APPR and the tariff require WestJet to pay reasonable costs for accommodation, transportation, food and drink. I find there is no basis to order WestJet to compensate Mrs. Prinz for any expenses outside those required by the legislation. I dismiss this part of Mrs. Prinz's claim.
19. 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. Mrs. Prinz was successful, so I order WestJet to reimburse her \$125 in paid tribunal fees. Neither party claimed dispute-related expenses.

## **ORDERS**

20. Within 21 days of the date of this decision, I order WestJet to pay Mrs. Prinz a total of \$1,144.81, broken down as follows:
  - a. \$937.18 in damages,
  - b. \$82.63 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in tribunal fees.
21. Mrs. Prinz is also entitled to post-judgment interest, as applicable.
22. 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.

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Andrea Ritchie, Vice Chair