



Civil Resolution Tribunal

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Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Clarke v. Expedia Canada Corp. Corporation Expedia Canada, 2025*
BCCRT 315

B E T W E E N :

ROGER CLARKE

APPLICANT

A N D :

EXPEDIA CANADA CORP. CORPORATION EXPEDIA CANADA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. Roger Clarke booked flights through Expedia Canada Corp. Corporation Expedia Canada (Expedia). Mr. Clarke later cancelled his flights. He says Expedia wrongly deducted airport taxes from his flight credits. He claims \$4,544.88 in damages.

2. Expedia says that it advised Mr. Clarke that airport taxes were deducted when he redeemed his flight credits.
3. Mr. Clarke is self-represented. Expedia is represented by an employee.

JURISDICTION AND PROCEDURE

4. 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.
5. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format. 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.
6. 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.
7. 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.
8. In the Dispute Notice, Mr. Clarke named "Expedia, Inc." as the respondent. However, a corporate search shows that its correct legal name is "Expedia Canada Corp. Corporation Expedia Canada." I have exercised my discretion under CRTA section 61 to amend Expedia's name in the style of cause.

ISSUE

9. The issue in this dispute is whether Expedia wrongly deducted airport taxes from Mr. Clarke's flight credits and, if so, whether Mr. Clarke is entitled to damages.

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Mr. Clarke, as the applicant, must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Expedia did not provide any evidence or submissions despite being given multiple opportunities to do so.
11. On January 23, 2023, Mr. Clarke used Expedia to book flights with WestJet for himself and his family. He paid \$2,796.64 for himself and three family members to travel from Vancouver to Dublin and \$3,904.80 for a return flight from Barcelona to Vancouver. He paid \$3,122.64 for four family members to fly from Edmonton to London and \$3,760.80 for a return flight from Barcelona to Edmonton.
12. Mr. Clarke provided Expedia's email travel confirmations for all of these flights. The confirmations say that Expedia does not charge cancellation fees, however, Mr. Clarke would have to pay any cancellation fees charged by WestJet.
13. Mr. Clarke had to cancel all of these flights. He provided an email from Expedia dated February 13, 2023, which said that WestJet would allow Mr. Clarke to receive flight credits for the total value of the original tickets. Expedia said the tickets had to be used within 13 months and for the same passengers flying out of the same departure countries. Expedia also said WestJet would charge a \$150 plus tax penalty for each passenger, however, this amount was subject to change.
14. Mr. Clarke contacted WestJet to confirm whether his flight credits had to be used for the same passengers and from the same departure countries. A February 24, 2023 email from Expedia corrected its earlier email and said that Mr. Clarke could change the departure country and the same passengers did not need to use the flight credit.

15. Mr. Clarke says he exchanged the eight tickets from Barcelona for tickets to Maui for the same passengers. He says Expedia's confirmations did not show his remaining flight credits, however, he assumed that he would receive equal value for his cancelled flights.
16. Later, Mr. Clarke tried to exchange two tickets from Edmonton to London for a round trip to Cabo San Lucas for himself and his wife, however, his flight credits were not enough. Expedia said this was because airport taxes from his original flights were deducted from his flight credits because it had to pay the airport tax at the time of purchase.
17. Mr. Clarke exchanged four tickets from Edmonton to London for a round trip to Cabo San Lucas. He provided the confirmation email from Expedia. The confirmation does not show the cost of the flights, the amount of flight credit used, or Mr. Clarke's remaining flight credits.
18. Mr. Clarke says he contacted both Air Canada and WestJet and confirmed that airlines do not deduct airport taxes on a flight exchange. This is hearsay, meaning it is a statement made outside the CRT proceeding that a party asks to use to prove the statement's truth. However, Expedia did not provide any response to dispute Mr. Clarke's submission. So, I accept that airport taxes are not deductible on a flight exchange.
19. Mr. Clarke says he paid two \$300 and two \$250 charges when he exchanged his flights. Mr. Clarke's credit card statement is in evidence, but is poor quality and is not readable. Again, Expedia did not provide any response to dispute Mr. Clarke's submission. Based on Expedia's February 13, 2023 email, I find these charges are WestJet's cancellation fees.
20. Mr. Clarke requested in his submissions that Expedia provide a full accounting of his flight credits. CRT staff reached out to Expedia five times to request evidence and submissions, however, Expedia did not respond. The CRT may draw an adverse inference when a party fails to provide relevant evidence without a good

explanation. Here, it would have been a simple matter for Expedia to provide a copy of its cancellation policy and an explanation of how Mr. Clarke's flight credits were calculated. It did not do so. So, I find an adverse inference against Expedia is appropriate. This means I find Expedia wrongly deducted airport taxes from Mr. Clarke's flight credits in breach of the terms and conditions of Mr. Clarke's flight purchases through Expedia. So, I find that Mr. Clarke is entitled to damages for these improper deductions.

21. Mr. Clarke attempted to calculate his damages despite having little transparency from Expedia about his flight credits or the cost of his rebooked flights. However, I cannot accept Mr. Clarke's calculations which use approximate numbers for flight costs and assume that airport taxes are \$300. The flight confirmations for tickets to Dublin and from Barcelona show that each passenger paid less than \$300 for taxes and fees.
22. Bearing in mind the CRT's mandate to provide flexible and accessible justice, I will do my best to calculate Mr. Clarke's damages on the evidence provided. The flight confirmations show that Mr. Clarke paid \$350.16 in taxes and fees for each ticket to London, \$287.16 in taxes and fees for each ticket to Dublin, and \$219.20 in taxes and fees for each ticket from Barcelona. I will reduce these charges to account for GST on the flight costs which leaves a total of \$3,787.44. In the absence of submissions or evidence from Expedia, I will assume that this amount represents the airport taxes which were wrongly deducted from Mr. Clarke's flight credits. I find this is a reasonable estimate of Mr. Clarke's damages and order Expedia to pay him this amount.
23. The *Court Order Interest Act* applies to the CRT. However, Mr. Clarke waived his right to interest, so I award none.
24. 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. Mr. Clarke was successful, so I order Expedia to pay him \$175 for his CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

25. Within 30 days of the date of this decision, I order Expedia to pay Mr. Clarke a total of \$3,962.44, broken down as follows:
- a. \$3,787.44 as damages, and
 - b. \$175 in CRT fees.
26. Mr. Clarke is entitled to post-judgment interest, as applicable.
27. 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.

Peter Mennie, Tribunal Member