



Civil Resolution Tribunal

Date Issued: March 20, 2025

File: SC-2023-007655

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Davis v. Air Canada*, 2025 BCCRT 361

B E T W E E N :

JOSHUA DAVIS and RACHEL DAVIS

APPLICANTS

A N D :

AIR CANADA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about reimbursement for flight costs. The applicants, Joshua Davis and Rachel Davis, were travelling from London, UK, through Frankfurt, Germany to Comox, BC. Rachel Davis was denied boarding on a flight from Frankfurt, Germany to Vancouver, BC and had to rebook her flight. Rachel Davis claims \$4,293.85 for

the flight costs from Frankfurt to Vancouver, Vancouver to Comox and the cost of a hotel in Frankfurt for one night.

2. The respondent airline, Air Canada, says the contract of carriage permitted a denial of boarding for travelling on expired travel documents. Air Canada denies owing anything to the applicants.
3. Joshua Davis represents the applicants. An authorized employee represents Air Canada.

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 *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 says 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 hearing's format, 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. I find that an oral hearing is not necessary.
6. 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.
7. Where permitted by CRTA section 118, 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

8. The issue in this dispute is whether the applicants are entitled to \$4,293.85 or some other amount for the cost to rebook Rachel Davis' flights and hotel cost.

EVIDENCE AND ANALYSIS

9. In a civil proceeding like this one, the applicants must prove their 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.
10. The applicants travelled from Comox, BC, through Vancouver, BC, to London Heathrow (LHR) on May 24, 2023, with Air Canada. The applicants originally booked to return from LHR through Vancouver to Comox on June 15, 2023. In its submissions, Air Canada said that due to schedule modifications between March 14, 2023 and April 14, 2023, the applicants were rerouted from LHR through Frankfurt, Germany on Flight LH901, and Flight LH492 from Frankfurt to Vancouver. Lufthansa operated both flights.
11. Rachel Davis was flying on a UK passport and a Canadian permanent resident card. The permanent resident card undisputedly expired in 2022. The applicants say Rachel Davis had other documents to prove her permanent residency status was still valid. The applicants did not explain these other documents or provide copies in evidence.
12. The applicants say Air Canada staff permitted Rachel Davis to board flight LH901 from LHR to Frankfurt despite the expired permanent residency card. However, Lufthansa staff refused to board Rachel Davis on LH492 from Frankfurt to Vancouver. The denial of boarding was undisputedly due to the expired permanent residency card.
13. The applicants say that the denial of boarding required Rachel Davis to book a hotel in Frankfurt for June 15, 2023. Rachel Davis rebooked a new flight on Air Canada

on June 16, 2023. Air Canada accepted Rachel Davis' travel documents for the June 16 flight.

Are the applicants entitled to reimbursement for rebooking Rachel Davis's flight from Frankfurt to Comox?

14. The applicants say they booked their flights through Air Canada and never intended to travel with Lufthansa. Further, the applicants say Air Canada checked Rachel Davis' documents in London and permitted her to board, knowing that the applicants were intending to travel to Canada and not to conclude their travel in Germany. Although the applicants did not use the term, I infer the applicants argue Air Canada breached its contract of carriage by changing its schedule.
15. Air Canada refers to the Conditions of Carriage included on Rachel Davis' ticket, a copy of which it provided in evidence. Air Canada says the contract terms provide that if carriage is by more than one carrier, different regulations may apply for each carrier. The contract further provides that the different conditions and regulations are incorporated by reference into the contract of carriage and may include "rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents."
16. Air Canada changed the applicants' schedule to include LH901 and LH492 before the applicants' travel started. So, I find Air Canada notified the applicants of the changed schedule. The applicants say they attempted to change their itinerary so that they would not travel through Germany on their return flight. Despite their attempts to change their schedule I find the applicants ultimately agreed to the schedule change by commencing their scheduled travel.
17. Air Canada says it was the applicants' responsibility to ensure they had the proper documentation allowing them to travel on their itinerary. I agree that the applicants had the responsibility to ensure their travel documents were acceptable to all of the carriers on their itinerary. I find the fact that Air Canada accepted the expired permanent residency card is not relevant to whether Lufthansa was required to

accept the expired permanent residency card. So, I find that Air Canada did not breach its contract of carriage by scheduling part of the journey through Lufthansa.

18. For these reasons, I find the applicants are not entitled to reimbursement for Rachel Davis' replacement flight on June 16, 2023.
19. The applicants provided no evidence to support the amount claimed for hotel costs in Frankfurt. So, I find the applicants have not proved this part of their claim.
20. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicants were unsuccessful, so I dismiss their claim for CRT fees. Neither party claimed dispute-related expenses.

ORDERS

21. I dismiss the applicants' claim and this dispute.

Mark Henderson, Tribunal Member