



Civil Resolution Tribunal

Date Issued: April 8, 2025

File: SC-2023-010839

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Zumerle Mendez v. FlightHub Group Inc.*, 2025 BCCRT 437

B E T W E E N :

DARIO LUIZ ZUMERLE MENDEZ and
CATARINA ABREU DOS SANTOS ZUMERLE

APPLICANTS

A N D :

FlightHub Group Inc. and AIR CANADA

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This is a dispute about a refund for airline tickets.
2. Dario Luiz Zumerle Mendez and Catarina Abreu Dos Santos Zumerle purchased international airline tickets for Air Canada flights through FlightHub Group Inc. (FlightHub). They were not able to use the tickets. They say the respondents refused to refund the tickets' cost. They claim \$4,288.21. Mr. Zumerle represents both applicants.
3. FlightHub and Air Canada say that the applicants purchased non-refundable tickets. FlightHub also says the applicants declined cancellation protection or insurance. Each respondent is represented by an employee.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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. These are the CRT's formal written reasons.
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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I am properly able to assess and weigh the documentary evidence and submissions before me.
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.

ISSUE

7. The issue in this dispute is whether the respondents must refund \$4,288.41, or some other amount, to the applicants for unused airline tickets.

EVIDENCE AND ANALYSIS

8. The applicants in a civil proceeding must prove their claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
9. The main background facts are not disputed:
 - a. On February 5, 2023, Mr. Zumerle booked an international return Air Canada flight for the applicants and their minor child through FlightHub.
 - b. The total cost of the airfare was \$4,288.21.
 - c. The flight was to depart Canada on December 7, 2023, and return to Canada on January 6, 2024.
 - d. Mrs. Zumerle became pregnant, and was advised by a doctor not to fly that close to her due date.
 - e. On October 1, 2023, Mr. Mendez contacted FlightHub to discuss a change in flight dates or cancellation.
 - f. The applicants' child was born on February 2, 2024.
10. Mr. Zumerle provided the \$4,288.21 ticket receipt. It says that tickets are non-refundable and non-transferable. It says that changes are allowed with a fee, and cancellation is allowed within 24 hours of booking.
11. FlightHub provided a copy of Mr. Zumerle's booking confirmation. The first page noted that tickets are non-refundable and non-transferable. The booking

recommended cancellation protection at an additional charge. Mr. Zumerle checked “no thanks, I don’t need protection.” The booking confirmation recommends trip cancellation and interruption insurance for certain unforeseen events. Mr. Zumerle checked “no, I’m willing to risk my \$4,288.21 flight. I understand by declining this coverage that I may be responsible for cancellation fees and delay expenses personally or through alternate coverage.” At the bottom under “Review and Book” in 2 places it said: the tickets are non-refundable and non-transferable, changes are allowed, and cancellation is allowed within 24 hours of booking. Finally, the booking confirmation said that by selecting to complete the booking, Mr. Zumerle acknowledged that he had read and accepted the above fare rules and restrictions.

12. Email’s between FlightHub and Mr. Zumerle show that on October 5, 2023, Mr. Zumerle requested information, but specifically said not to change or cancel the tickets without his approval in writing. FlightHub’s employee, MM, said they would forward the request, but that a refund would depend on the airline’s approval. On October 18, 2023, Mr. Zumerle asked MM to provide quotes for alternate dates. On October 31, 2023, MM told Mr. Zumerle that Air Canada would not refund the ticket price.
13. Air Canada offered to convert the ticket price to an Air Canada wallet, but the credit would have to be used before February 5, 2024, one year after the original booking date. Mr. Zumerle refused this offer.
14. As I note above, the applicants must prove the respondents owe them a refund for the tickets. There is no term in the contract that allowed Mr. Zumerle to receive a refund for the tickets. Mr. Zumerle knew when he booked the flight it was not refundable unless he cancelled within 24 hours of booking. While I appreciate that Mrs. Zumerle could not fly due to her pregnancy, that does not entitle the applicants to a refund of the tickets’ cost.
15. I find neither respondent had any contractual or other legal obligation to refund the tickets’ cost.

16. I dismiss the applicants' claim.

Fees and Dispute-related Expenses

17. 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. As the applicants were not successful, I dismiss their claim for reimbursement of CRT fees. The respondents did not pay CRT fees. No party claimed any dispute-related expenses.

ORDER

18. I dismiss the applicants' claim.

Deanna Rivers, Tribunal Member