



Civil Resolution Tribunal

Date Issued: June 11, 2025

File: SC-2023-010822

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Chan v. Expedia Canada Corp. Corporation Expedia Canada*, 2025 BCCRT
791

B E T W E E N :

CHRISTOPHER YIN CHAN

APPLICANT

A N D :

EXPEDIA CANADA CORP. CORPORATION EXPEDIA CANADA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Nyhuus

INTRODUCTION

1. The applicant, Christopher Yin Chan, booked flights through the respondent, Expedia Canada Corp. Corporation Expedia Canada (Expedia). Mr. Chan says he agreed to pay Expedia's quoted price, \$3,977.72, for the flights. He says that after confirming his booking, he looked at his receipt and found that Expedia had charged

him \$8,308.52. He claims \$4,330.80, which is the difference between the ticket fare he says he agreed to pay and the amount Expedia charged him. Mr. Chan represents himself.

2. Expedia denies Mr. Chan's claims. Expedia says Mr. Chan was notified of, and agreed to, the airfare price of \$8,308.52 prior to the purchase. An employee represents Expedia.

JURISDICTION AND PROCEDURE

3. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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.
4. 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. 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 in the interests of justice.
5. 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.
6. 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

7. The issue in this dispute is whether Expedia must provide Mr. Chan a partial refund of the flights' price.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Mr. Chan, as the applicant, must prove his claims on a balance of probabilities. This means "more likely than not". 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.
9. On June 8, 2023, Mr. Chan purchased through Expedia's website tickets for himself and a travel companion to fly from Vancouver to Hong Kong, via Tokyo. Mr. Chan says that the website's listed price for this trip was \$3,977.72. He says he agreed to this price and clicked the "Complete Booking" button located on the same page.
10. The next day, Mr. Chan says he noticed that Expedia charged him \$8,308.52. He says he immediately contacted Expedia but that it was unwilling to resolve the issue with him. He says he did not want to cancel his travel plans, so he started this dispute seeking a refund of the amount he was overcharged. I infer Mr. Chan later traveled on the flights he purchased.
11. Mr. Chan provided 3 desktop screenshots in support of his claim. The first shows Expedia's website on June 9, 2023, the day after purchasing tickets. I infer he resubmitted his travel plan information into Expedia to generate a new quote for a similar itinerary. The image shows an itinerary for return travel for 2 passengers to Hong Kong, via Tokyo, with a quoted price of \$3,977.72.
12. Mr. Chan took another screenshot a few days later, on June 12, showing a similar itinerary quoted at \$4,506.92. He says he provided this to show that the price fluctuated a little, but not by more than \$4,000.

13. The third screenshot Mr. Chan provided is of the “Complete booking” button that he says he clicked on to purchase the flights.
14. Mr. Chan did not provide his actual itinerary or a receipt confirming he paid \$8,308.52. However, Expedia acknowledges that Mr. Chan paid this amount and does not dispute he did so on June 8, 2023. I find it unlikely that airfare would drop by over 50% in under 12 hours. Expedia has not said this happened. Expedia merely says that “based on the checkout process,” Mr. Chan was notified of, and agreed to, the airfare price prior to the purchase. Expedia has not explained its checkout process or how it asks customers such as Mr. Chan to agree to a price.
15. On balance, I prefer Mr. Chan’s submission that he agreed to \$3,977.72 for the flights but was charged \$8,308.52. So, I find that Expedia overcharged him and that he is entitled to a refund of the difference, \$4,330.80.
16. The *Court Order Interest Act* (COIA) applies to the CRT. I find Mr. Chan is entitled to pre-judgment interest from June 8, 2023, the date he booked his tickets, to the date of this decision. This equals \$406.89.
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. Mr. Chan was successful. He paid \$200 in CRT fees, including \$25 to request a default decision. I find he is entitled to reimbursement of these fees. I dismiss Expedia’s claim for a refund of the \$50 fee it paid to cancel the default decision. Neither party claimed dispute-related expenses, so I order none.

ORDERS

18. Within 21 days of the date of this decision, I order Expedia to pay Mr. Chan a total of \$4,937.69, broken down as follows:
 - a. \$4,330.80 in debt,
 - b. \$406.89 in pre-judgment interest under the *Court Order Interest Act*, and

c. \$200 in CRT fees.

19. Mr. Chan is entitled to post-judgment interest, as applicable.

20. 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 Nyhuus, Tribunal Member