



Civil Resolution Tribunal

Date Issued: June 24, 2025

File: SC-2024-003393

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Bureau v. Starbucks Coffee Canada, Inc.*, 2025 BCCRT 855

B E T W E E N :

BRUNO BUREAU

APPLICANT

A N D :

STARBUCKS COFFEE CANADA, INC.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This dispute is about lost credits on Starbucks gift cards. Bruno Bureau says in late 2022 or early 2023, he purchased two \$500 Starbucks gift cards using his Air Miles points. He says he loaded the gift cards onto his account on the Starbucks mobile application (Starbucks app), and after making a few purchases using the gift cards, the balance on both gift cards went to zero. Mr. Bureau says this happened

because of a security issue with the Starbucks app. He says that Starbucks Coffee Canada, Inc. (Starbucks), is responsible for the lost credit and claims \$900, the approximate value he says was remaining on the gift cards. Mr. Bureau is self-represented.

2. Starbucks denies it is responsible. It says that any lost credit on Mr. Bureau's gift cards was likely due to his own failure to protect the gift cards. Starbucks says that it has already voluntarily refunded Mr. Bureau the full lost value, and he again failed to protect his gift cards, losing the credits once more. It says it has no obligation to do anything further for Mr. Bureau. Starbucks' in-house paralegal represents it.

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). 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.
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 and that an oral hearing is not necessary.
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. Mr. Bureau provided some evidence that was not in English. CRT rule 1.7(5) says all evidence a party relies on must be in English or translated to English. Neither party provided any translations, so I have not considered the non-English evidence.

ISSUE

7. The issue in this dispute is whether Starbucks must pay Mr. Bureau \$900, or some other amount, for the lost credits on his gift cards.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil proceeding, Mr. Bureau must prove his 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 provide context for my decision. I note Mr. Bureau did not provide any final reply argument, despite having the opportunity to do so.
9. In the Dispute Notice, Mr. Bureau says he purchased two \$500 Starbucks gift cards in March 2023 using his Air Miles points and loaded them onto his Starbucks app. He says that after using one of the gift cards once, the entire balance went to zero. The second gift card kept its \$500 balance until March 2024, when he used the gift card, and then the remaining balance on that one also disappeared.
10. Mr. Bureau's account is somewhat different in his later written argument. There, Mr. Bureau says he purchased the two \$500 gift cards in October 2022, not March 2023. He says he used the first gift card for a few days while on an extended trip to Mexico, and then noticed the balance was zero. After calling Starbucks to report the problem, Starbucks investigated and then issued him a new \$460 gift card. Mr. Bureau says that the Starbucks customer service agent he spoke with reassured him that the chances of his credits being stolen again were very low. He says he trusted this, used his card again, and the credit once again disappeared. He says Starbucks issued him another credit, and then in May or June 2023, he visited the same Starbucks in Mexico again to make a purchase, and all of his gift cards' value went to zero. Mr. Bureau says he again reported this to Starbucks, but Starbucks did not resolve the issue.

11. Mr. Bureau alleges that there is some sort of security issue with the Starbucks app that has led to his gift card balances repeatedly being depleted. He seeks a \$900 refund on that basis.
12. Starbucks' evidence includes a list of transactions on Mr. Bureau's Starbucks gift cards from April 1, 2022 to April 23, 2024, as well as a chronology of Mr. Bureau's complaints to Starbucks' customer service department. It is clear from these documents that Mr. Bureau complained to Starbucks numerous times about stolen funds or missing credits between November 2022 and November 2023. The evidence shows that Starbucks issued Mr. Bureau credits to new gifts cards after his complaints as follows:
 - a. \$362 credit on November 29, 2022,
 - b. \$452.83 and \$349.59 credits on April 18, 2023,
 - c. \$349.59 credit on July 20, 2023, and
 - d. \$34 credit on November 3, 2023.
13. Starbucks says it provided these credits as good will gestures, while under no obligation. It says that its terms and conditions that apply to its gift cards only require it to protect the remaining balance of gift cards if unauthorized transactions are reported and do not require it to provide any credit for the unauthorized transactions themselves. Starbucks denies any security issues with the Starbucks app and says it has no obligation to provide the refund Mr. Bureau seeks.
14. The evidence shows that between April 2022 and November 2023, Mr. Bureau had 57 Starbucks cards registered to his account. It is not entirely clear which cards he alleges were improperly depleted. Given the discrepancy between the dates mentioned in the Dispute Notice and his later written argument, it is also unclear when exactly he alleges this happened. More importantly, Mr. Bureau has not shown that there was any wrongdoing on Starbucks' part that would have led him to lose the credits, as he alleges.

15. Given the above, I find Mr. Bureau's allegations against Starbucks unproven. He has not shown that Starbucks owes him the claimed \$900 refund. So, I dismiss Mr. Bureau's claim.
16. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Bureau was unsuccessful, I dismiss his claim for reimbursement of his CRT fees. Starbucks did not pay any fees and does not claim any dispute-related expenses, so I award none.

ORDER

17. I dismiss Mr. Bureau's claims.

Nav Shukla, Tribunal Member