



Civil Resolution Tribunal

Date Issued: July 3 2025

File: SC-2024-004472

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Palou v. St. Regis Hotel Ltd.*, 2025 BCCRT 897

B E T W E E N :

DANIEL ALDEGUER PALOU and MARIA CARMEN PALOMA
GONZALES GIL DE

APPLICANTS

A N D :

ST. REGIS HOTEL LTD.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about alleged damage to a hotel room.
2. The applicants stayed in the respondent's hotel. The applicants say the respondent charged 1,986.42 euros to their credit card without authorization or explanation. As remedy, they request \$2,900 Canadian dollars.

3. The respondent says the applicants damaged their hotel room, so the respondent had to replace the carpet and do other repairs, and the room was unusable for 2 days.
4. The applicants are self-represented in this dispute. The respondent is represented by its general manager.
5. For the reasons set out below, I dismiss the applicants' claim.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims 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. These are the CRT's formal written reasons.
7. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Here, I find I can properly assess and weigh the documentary evidence and submissions before me. 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.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.
9. 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

10. Must the respondent refund the applicants \$2,900?

EVIDENCE AND ANALYSIS

11. In this civil dispute, the applicants must prove their claims on a balance of probabilities. This means more likely than not.
12. The applicants and the respondent were each given opportunities to provide evidence. No party provided any evidence other than their dispute application, dispute response, and brief written submissions.
13. In their written submission, the applicants say they were sleeping in their hotel room when someone knocked on the door, and they discovered that the floor was covered in water. They say they were moved to another room, and later discovered their credit card had been charged for the cost of the second room. They say there is no proof that they placed a bottle in the toilet, which I infer is related to the flood.
14. The respondent says the hotel room (room 501) was occupied for several days with no problems with the toilet or bathroom, so the respondent believes the applicants caused “the issue.”
15. I find both the applicants and respondent provided insufficient information for me to decide anything about the alleged leak in room 501. However, as stated above, the applicants bear the burden of proof in this dispute. The applicants have not provided evidence, such as a credit card statement, showing that the respondent charged them. The respondent does not dispute that the charge occurred, but there is no clear evidence before me about the amount of the charge. The applicants say it was 1,986.42 euros, which the respondent neither admits nor denies.
16. I find I cannot order a refund without having clear evidence about how much the respondent charged. The applicants were warned by CRT staff about the importance of providing evidence to support their claim, and I find they have not done so.
17. Based on the lack of evidence before me about the amount of the charge, I find the applicants have not proved their claim. I dismiss it.

18. 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 the applicants were unsuccessful, I dismiss their claim for reimbursement of CRT fees. The respondent is the successful party. It paid no CRT fees and claims no dispute-related expenses, so I order no reimbursement.

ORDER

19. I dismiss the applicant's claims.

Kate Campbell, Vice Chair