



Civil Resolution Tribunal

Date Issued: July 21, 2025

File: SC-2024-005499

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Duncan v. Sandman Hotels, Inns & Suites Limited*, 2025 BCCRT 1005

BETWEEN:

CHRISTOPHER DUNCAN

APPLICANT

AND:

SANDMAN HOTELS, INNS & SUITES LIMITED

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. The applicant, Christopher Duncan, was as a guest at the respondent hotel, Sandman Hotels, Inns & Suites Limited. Mr. Duncan says Sandman improperly evicted him. After doing so, Mr. Duncan says Sandman withheld prepaid amounts for prior bookings once he was removed, and that his removal resulted in him missing an important work meeting, causing him lost income. In total, he claims \$5,000, which includes \$300 for the return of a damage deposit, \$2,067 for the

return of prepaid unused bookings, \$2,500 for lost income, and \$133 for car share charges. Mr. Duncan represents himself.

2. Sandman says it asked Mr. Duncan to leave because he was not up-to-date on his payments. It says when it asked him to pay, he was disruptive and abusive to its staff, so it had police remove him. It denies owing Mr. Duncan any compensation. Sandman is represented by a lawyer, Rob Toor.

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)*. Section 2 of the CRTA 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. The CRT conducts most hearings by written submissions, but has discretion to decide the hearing's format, including by telephone or videoconference. In some respects, because the parties disagree about the events leading up to Mr. Duncan's eviction, credibility is at issue in this dispute. While credibility issues can in some cases be resolved by an oral hearing, the advantages of an oral hearing must be balanced against the CRT's mandate to resolve disputes in an accessible, speedy, economical, informal, and flexible manner. Ultimately, I found the events leading up to Mr. Duncan's eviction were not central to this dispute. Neither party asked for an oral hearing, and I find it unlikely cross-examination would assist in resolving the parties' disagreement. For these reasons, I decided that the benefit of an oral hearing does not outweigh the efficiency of a hearing by written submissions.
5. Section 42 of the CRTA says that 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 section 118 of the CRTA, 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.

Late evidence and submissions

7. Mr. Duncan provided his evidence and submissions after the CRT's deadline. Sandman was given an opportunity to review Mr. Duncan's evidence and submissions and provide additional submissions, which it did. I find there is no prejudice in admitting Mr. Duncan's late submissions and evidence, and I consider it where necessary below.
8. Next, I was unable to open several pieces of Mr. Duncan's evidence. Through CRT staff, I asked Mr. Duncan to provide copies of the evidence I could not open, which he did. Most of the re-uploaded evidence was the same as evidence I was able to view. So, I did not ask the parties for additional submissions on the re-uploaded evidence.

Allegations against lawyer

9. In his submissions, Mr. Duncan makes various allegations about Mr. Toor's conduct during the CRT proceeding, including the negotiation and facilitation stage. Mr. Toor is not a party to this proceeding, and any allegations about his conduct as a lawyer should be raised with the Law Society of British Columbia. I decline to address them here, though I note Mr. Duncan did not request any specific remedy for them.
10. Additionally, to the extent Mr. Duncan raises issues about Mr. Toor's conduct in settlement discussions during the CRT's process, CRT rule 1.11 says that communications made attempting to settle claims by agreement in the tribunal process are confidential and must not be disclosed during the tribunal decision process. So, I have not considered those allegations or their content in this decision.

Evidence request

11. In submissions, Mr. Duncan asked Sandman to provide the CCTV footage from the day he was asked to leave the hotel. There is no CCTV footage in evidence, and Sandman did not substantively respond to this request. Under CRTA section 34, the CRT may order a party to produce a record or thing in that party's possession or control that is relevant to an issue in the dispute. While Mr. Duncan says the CCTV footage will show that he was not behaving aggressively, as I explain further below, I find the evidence is not ultimately necessary and I decline to order Sandman to produce it.

ISSUES

12. The issues in this dispute are:
- a. Is Mr. Duncan entitled to a refund of his damage deposit or prepaid bookings?
 - b. Is Mr. Duncan entitled to compensation for lost income?
 - c. Is Mr. Duncan entitled to compensation for car share services?

EVIDENCE AND ANALYSIS

13. In a civil claim such as this, Mr. Duncan as the applicant must prove his claims on a balance of probabilities (meaning "more likely than not"). While I have read all of the parties' submitted evidence and arguments, I have only addressed those necessary to explain my decision.
14. Mr. Duncan stayed in a room at Sandman for nearly 3 months. He checked in on November 24, 2023, and was removed by police on February 21, 2024. Generally, Mr. Duncan did not pay Sandman directly. Instead, he would book through a third-party online travel website. This caused some confusion.
15. Sandman says Mr. Duncan would overstay without paying, and then book through the third party website again when Sandman brought up payment issues. At times,

Mr. Duncan would double-book himself, and require a refund. Sandman says that these refunds were provided back to the third party booking system, but Mr. Duncan says he has not received any refunds. More on this below.

16. The parties' animosity escalated, and on February 20, 2024, Sandman deactivated Mr. Duncan's room key for alleged outstanding charges. Sandman says Mr. Duncan acted aggressively towards its staff, and police were called. Mr. Duncan was permitted to stay one additional night, and police removed him on February 21, 2024. This is the incident for which Mr. Duncan wants the CCTV footage. I find it is unnecessary because I accept the parties each misunderstood the status of Mr. Duncan's bookings. I also accept Mr. Duncan was rude to Sandman's staff, given what he acknowledges he said about and to its front desk worker.
17. In any event, Mr. Duncan says he was improperly removed from the hotel. He claims for \$2,067 for unused bookings that have not been refunded, \$300 for a damage deposit that was not returned, \$2,500 for lost income, and \$133 for car share expenses. Sandman says any double bookings were returned to the method of payment, which was the third party booking system. It also says the \$300 damage deposit was applied towards Mr. Duncan's outstanding charges, and that he still owes \$2,094.86. Further, Sandman says it is not responsible for Mr. Duncan's lost wages or other expenses.
18. The parties' evidence, though voluminous, is confusing. For example, Mr. Duncan provided 126 pages of booking confirmation emails between November 24 and February 21, but not one has the price he paid for the respective booking. He provided some bank statements showing some amounts he paid, but only for charges between November 24 and 29. Similarly, Sandman provided over 30 invoices it charged for Mr. Duncan's various rooms, but I cannot reconcile it with the summary spreadsheet it provided that it argues shows Mr. Duncan's outstanding amount owing. For example, the prepared spreadsheet has numerous charges for parking, but there is no agreement about parking charges or any underlying parking

invoices in support. With that, I have done my best to interpret the evidence before me in light of the parties' submissions.

Is Mr. Duncan entitled to a refund of his damage deposit or prepaid bookings?

19. First, the damage deposit. Mr. Duncan says he paid a \$300 cash damage deposit when he first checked into Sandman on November 24. Sandman does not dispute this. It says it applied this damage deposit to Mr. Duncan's unpaid fees. From the prepared spreadsheet, it appears this was mostly for parking. As noted above, there is no agreement or any supporting invoices before me about parking fees. So, I find Sandman has not proved it was entitled to use the deposit towards those charges. There is no evidence Mr. Duncan damaged the room. I find Sandman must return Mr. Duncan's \$300 deposit.
20. Next, the alleged prepaid bookings. Mr. Duncan specifically says he double-booked on two occasions, December 26 to 27, 2023 and February 12 to 19, 2024, without refund. While he values this overpayment at \$2,067, he provided no evidence supporting that amount.
21. From Sandman's invoices, I can see that Sandman charged Mr. Duncan's third party account \$147.51 twice for his stay on December 26. There is no indication in the evidence before me that Sandman refunded this amount, despite its assertion that it did. I find Sandman must reimburse Mr. Duncan \$147.51 for the December 26 double booking.
22. The February dates are more complicated. From what I understand, Mr. Duncan had two bookings, one for February 12 to 15 (3 nights) and one for February 12 to 20 (8 nights). Mr. Duncan says because of the double booking, Sandman agreed to credit him for the extra nights. He says it did not, but it appears from Sandman's records that it did.
23. For example, there are two invoices with confirmation number 346129163. One charges \$1,038.62 for the room, taxes and fees on February 13 to 18, inclusive.

The other invoice initially charged \$1,186.14, but shows a refund of \$1,038.62, leaving Mr. Duncan only paying \$147.52 for the room, taxes and fees for February 12.

24. Yet another invoice, with confirmation number 344969131, shows charges for a room on February 12, 13, and 14, but shows these charges were reversed on February 20, and Mr. Duncan's account was charged \$0.
25. Mr. Duncan has not provided any evidence that shows that he allegedly paid for either February booking. Mr. Duncan says he has not received any refund from the third party booking system. However, I accept from the evidence before me that Sandman did credit the third party account. I do note that all of Mr. Duncan's third party booking confirmation emails state that his bookings were 100% non-refundable. To the extent the third party company will not refund Mr. Duncan, that is a matter between Mr. Duncan and that company. On the evidence before me, I find Mr. Duncan has not proved he is entitled to a refund from Sandman for any further unused or double booked rooms.
26. In total, Sandman must reimburse Mr. Duncan \$467.51 for the return of his deposit and double charging him for December 26. While Sandman says Mr. Duncan still owes it over \$2,000, I find this unproven on the evidence before me. So, I do not award any set off from the amount Sandman owes.

Is Mr. Duncan entitled to compensation for lost income?

27. Mr. Duncan says that as a result of Sandman locking him out of his room, he lost a client. Mr. Duncan's evidence is inconsistent on this. At one point he says he completely missed the meeting, and in an email produced in evidence he says he was 15 minutes late. Either way, he says he lost the client. In the Dispute Notice, he valued the lost client at \$3,900. In submissions, he valued it at \$2,500.
28. The problem for Mr. Duncan is he provided no evidence to support this valuation. So, even if I accepted Sandman improperly locked him out, he has not proven his

claimed damages. As a result, I do not need to consider whether Sandman acted improperly in locking him out or not. I dismiss this claim.

Is Mr. Duncan entitled to compensation for car share services?

29. In submissions Mr. Duncan claimed \$133 for “Evo Car Share”. He did not otherwise explain this claim, or provide any supporting evidence. So, I find it unproven and I dismiss it.

Other claims

30. In submissions, Mr. Duncan also alleges that Sandman improperly withheld his belongings while it locked him out of the room, and says Sandman caused undue emotional suffering and financial strain. He argues Sandman committed the tort of intentional infliction of emotional distress. Mr. Duncan did not claim a specific remedy for either of these allegations, nor did he provide specific submissions about them or any evidence of damages. So, I make no findings about them.

Summary

31. In conclusion, I find Mr. Duncan is entitled to \$300 as the reimbursement of his deposit, and \$147.51 as a refund for December 26’s double charge.

32. The *Court Order Interest Act* applies to the CRT. However, in the Dispute Notice Mr. Duncan specifically waived his right to claim pre-judgment interest, so I order none.

33. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. Mr. Duncan was only marginally successful. Given his success relative to his claim, I find he is responsible for his own tribunal fees. I make no order for reimbursement of tribunal fees. Neither party claimed dispute-related expenses.

ORDERS

34. Within 30 days of the date of this decision, I order Sandman to pay Mr. Duncan a total of \$467.51 in damages.
35. Mr. Duncan is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
36. Mr. Duncan's remaining claims are dismissed.
37. 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.

Andrea Ritchie, Vice Chair