



# Civil Resolution Tribunal

Date Issued: July 25, 2025

File: SC-2024-001654

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Baugh v. WestJet Airlines Ltd.*, 2025 BCCRT 1046

B E T W E E N :

NATHAN BAUGH and LEAH BAUGH

**APPLICANTS**

A N D :

WESTJET AIRLINES LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Max Pappin

## INTRODUCTION

1. This dispute is about compensation for cancelled flights. The applicants, Nathan Baugh and Leah Baugh, say that the respondent airline, WestJet Airlines Ltd., cancelled their flights from St. John's, Newfoundland and Labrador to Vancouver, BC connecting through Toronto, Ontario. They each claim \$1,000 under the *Air Passenger Protection Regulations* (APPR).

2. WestJet agrees it cancelled the Baughs' flights. It says the cancellations were due to weather conditions, so it is not required to compensate them.
3. Mr. Baugh represents the Baughs. WestJet is represented by its Senior Claims Specialist.
4. For the reasons that follow, I allow the Baughs' claims.

## **JURISDICTION AND PROCEDURE**

5. The 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.
6. 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.
7. 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.
8. 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.

### ***WestJet's Name***

9. In its Dispute Response, WestJet says the Baughs' flights were operated by WestJet, an Alberta partnership. WestJet did not explain what this partnership was,

or provide any evidence about its correct name. In any event, WestJet was able to provide a full response to the Baughs' claims. Given the CRT's mandate that includes the flexible and speedy resolution of disputes, I decided this dispute without asking for submissions about WestJet's proper name.

## **ISSUE**

10. The issue in this dispute is whether the Baughs are entitled to \$2,000 in compensation for the cancelled flights.

## **EVIDENCE AND ANALYSIS**

11. As the applicants in this civil proceeding, the Baughs must prove their claims on a balance of probabilities, meaning 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.
12. The Baughs booked WestJet flights from St. John's to Vancouver connecting through Toronto. The flights were both scheduled to depart on March 7, 2022. The Baughs say that on March 6, 2022, approximately 17 hours before the departure time, they received an email from WestJet informing them that their flights had been cancelled. WestJet rebooked both flights for March 8, 2022. The Baughs arrived in Vancouver approximately 24 hours after they were originally supposed to.
13. It is undisputed that the APPR applies to the cancelled flights at issue in this dispute. The APPR sets out WestJet's obligations and the available compensation for delayed and cancelled flights. The obligations and remedies are different for "small carrier" airlines and "large carrier" airlines. There is no dispute that WestJet is a "large carrier" as defined in the APPR. The obligations and remedies also depend on whether the delay or cancellation was within or outside WestJet's control.
14. The Baughs argue that section 19(1)(a)(iii) of the APPR says that a large carrier, like WestJet, must provide \$1,000 compensation to a passenger if that passenger's

arrival at the destination indicated on the original ticket is delayed by 9 hours or more, for reasons within the airline's control. There is no dispute that the Baughs experienced a delay greater than 9 hours when their flights were cancelled. The parties disagree whether the cancellations were within or outside WestJet's control.

15. WestJet says that due to weather conditions on the evening of March 6, 2022, the incoming flight from Toronto to St. John's was cancelled, which subsequently caused the cancellation of the Baughs' March 7, 2022 flights, from St. John's to Toronto and from Toronto to Vancouver. WestJet says the cancellations were out of their control because it was due to the weather. So, WestJet says the Baughs are not entitled to compensation under the APPR.
16. The Baughs say that they received two different explanations from WestJet about the cancellation of their flights. The Baughs say that WestJet's initial email to them said the flights were cancelled due to weather. However, the Baughs also called WestJet later that day and were told by WestJet's agent that their flights were cancelled due to a scheduling change. The Baughs provided a recording of their conversation with WestJet's agent.
17. WestJet does not deny that their agent told the Baughs that their flights were cancelled due to a scheduling change. However, WestJet says that their agents work with limited resources and information. WestJet says that the cancellations were caused by weather conditions and not a scheduling change.
18. The Baughs provided a screenshot of a list of flights from other airlines that left St. John's on March 7, 2022. The Baughs argue that this shows the weather was safe enough for an aircraft to operate. I note that the Baughs also provided a screenshot of flights leaving Toronto, however, it is unclear from the image what date those flights took place.
19. Under the APPR section 10(1)(c), meteorological conditions or natural disasters that make safe operation of an aircraft impossible are deemed outside of the carrier's control. If a carrier claims it does not have to pay compensation due to

circumstances outside of its control, it must provide evidence of that circumstance. See *Welsh v. Flair Airlines Ltd.*, 2023 BCCRT 107 at paragraph 18.

20. WestJet submitted terminal aerodrome forecasts (TAFs) as evidence. WestJet says the TAFs it provided show the weather conditions and weather data at St. John's airport at the time it made the decision to cancel the Baughs' flights. In its submissions, WestJet says the TAFs show that wind speeds were greater than 62 kilometers per hour. WestJet also says that there was a winter storm present in or around St John's airport in the evening of March 6, 2022. WestJet argues that these conditions were such that any overnight flight to Newfoundland was impossible to complete safely.
21. WestJet did not provide any information about the specific aircraft or the limits of the aircraft's capabilities in relation to the information in the TAFs. Additionally, much of the evidence provided consists of unexplained acronyms, codes, and numbers, whose meaning is far from obvious. I find this evidence is highly technical and requires expert evidence to explain whether it shows that there were meteorological conditions that made safe aircraft operation impossible under APPR section 10(1)(c).
22. There is no expert evidence before me. So, I find the submitted evidence is not sufficient to show that safe operation of the aircraft was impossible due to meteorological conditions. Based on the evidence before me, I find that the flight cancellations were for reasons within WestJet's control under APPR section 12.
23. WestJet says that if the cancellations were within their control, they were required for safety reasons. However, WestJet did not provide any additional evidence to prove this assertion. So, I find it has not proven that the cancellations were for safety purposes.
24. Based on the above, the Baughs are entitled to compensation for inconvenience, as set out in WestJet's tariff rule 95 and APPR section 19. So, I find the Baughs are each entitled to \$1,000.

25. The Court Order Interest Act applies to the CRT. I find the Baughs are each entitled to pre-judgment interest from April 1, 2022, the date WestJet denied compensation, to the date of this decision. This equals \$126.72 each.
26. As the Baughs were successful in this dispute, under CRTA section 49 and the CRT's rules, I find they are entitled to reimbursement of their tribunal fees. So, I find WestJet must reimburse Mr. Baugh \$125 in CRT fees. No party claimed dispute-related expenses.

## **ORDERS**

27. Within 30 days of the date of this decision, I order WestJet to pay Mr. Baugh a total of \$1,251.72, broken down as follows
- a. \$1,000 in debt,
  - b. \$126.72 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
28. Within 30 days of the date of this decision, I order WestJet to pay Ms. Baugh a total of \$1,126.72, broken down as follows:
- a. \$1,000 in debt, and
  - b. \$126.72 in pre-judgment interest under the *Court Order Interest Act*.
29. The Baughs are entitled to post-judgment interest, as applicable.

30. 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.

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Max Pappin, Tribunal Member