



# Civil Resolution Tribunal

Date Issued: September 17, 2025

File: SC-2024-001477

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Knechtel v. Silvifor Resource Consultants Ltd.*, 2025 BCCRT 1302

B E T W E E N :

JEREMIAH KNECHTEL

**APPLICANT**

A N D :

SILVIFOR RESOURCE CONSULTANTS LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Jeffrey Drozdiak

## INTRODUCTION

1. This dispute is about a campsite booking.
2. The applicant, Jeremiah Knechtel, says he booked a campsite from July 4 to 17, 2022. He says he became sick with COVID-19 and was unable to use the booking. He argues the respondent, Silvifor Resource Consultants Ltd. (Silvifor),

unreasonably refused to return the amount he paid for the campsite. He claims \$180 for 10 nights of the booking.

3. Silvifor says the campsite is on crown land and managed in partnership with “RSTBC”, which I infer is Recreation Sites and Trails BC. As site operators, Silvifor says it must follow RSTBC’s rules and procedures. It denies owing Mr. Knechtel anything for the booking.
4. Mr. Knechtel represents himself. Silvifor is represented by its owner.
5. For the following reasons, I dismiss Mr. Knechtel’s claims against Silvifor.

## **JURISDICTION AND PROCEDURE**

6. 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 says that the CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
7. 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. I considered the potential benefits of an oral hearing. Here, there are no significant credibility issues, and I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT’s mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. Overall, I find that an oral hearing is not necessary in the interests of justice, and I decided to hear this dispute through written submissions.
8. 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.

9. Under CRTA section 48(1), in resolving this dispute, the CRT may make an order on terms and conditions it considers appropriate.

## **ISSUE**

10. The issue in this dispute is whether Mr. Knechtel is entitled to the return of \$180 in campsite booking fees from Silvifor.

## **EVIDENCE AND ANALYSIS**

11. In a civil proceeding like this one, Mr. Knechtel, as the applicant, must prove his claims on a balance of probabilities (meaning “more likely than not”). Silvifor had the opportunity to provide documentary evidence and submissions but did not do so. So, I have relied on Silvifor’s statements in its Dispute Response filed at the start of this proceeding.
12. I have read the Dispute Notice, Dispute Response, and Mr. Knechtel’s submissions and evidence. However, I only refer to the evidence and argument that I find relevant to provide context for my decision.
13. Mr. Knechtel says he booked a campsite at Maple Grove campground on Lake Cowichan from July 4 to 17, 2022. He says his parents-in-law had the campsite booked for the previous 2 weeks.
14. On July 4, Mr. Knechtel says he tested positive for COVID-19 and was unable to catch a return flight from a wedding in Prince George. He says his father-in-law drove up to Prince George and brought him and his wife back to Vancouver Island. During this time, Mr. Knechtel says Silvifor’s representative told them they needed to remove a trailer parked on the campsite if they were not using the campsite.
15. On July 6, Mr. Knechtel says they got back to Vancouver Island, and they removed the trailer the next day. Due to the COVID-19 infection, Mr. Knechtel says he was too sick to use the campsite booking. He argues Silvifor’s representative was

unsympathetic to his situation, and he should get a refund for the unused part of his booking.

16. In the Dispute Response, Silvifor says the campsite is on crown land and managed in partnership with RSTBC. As site operators, Silvifor says it must follow RSTBC's rules and procedures, which I infer includes no refunds. It also says Mr. Knechtel should have contacted the district officer for the South Island to discuss the refund. As I note above, Silvifor did not provide any documentary evidence or submissions to support these statements.
17. The challenge for Mr. Knechtel is he also did not provide any documentary evidence to support his claim. Mr. Knechtel only provided 2 pieces of evidence. The first is a July 15, 2022 letter that he wrote to Silvifor. The letter's contents essentially mirror Mr. Knechtel's statements in the Dispute Notice. The second is a February 10, 2025 letter that he wrote to the CRT. In the letter, Mr. Knechtel wrote that his father-in-law, who he says has been in policy development for over 50 years, thinks Silvifor's refund policy was "arbitrary and patently unfair". I place no weight on this vague opinion from a family member, especially considering the policy is not before me.
18. As I noted above, Mr. Knechtel has the burden to prove his claim. Without any documentary evidence, such as:
  - a. The campsite booking,
  - b. The terms and conditions for the campsite booking,
  - c. A bank statement confirming the paid booking fee, and
  - d. Records showing a COVID-19 infection,

I find Mr. Knechtel has not proven he is entitled to a refund. So, I dismiss Mr. Knechtel's claim for \$180.

## **CRT FEES**

19. 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. Mr. Knechtel was unsuccessful, so I dismiss his claim for CRT fees. Silvifor did not pay any CRT fees, or claim any dispute-related expenses, so I order none.

## **ORDER**

20. I dismiss Mr. Knechtel's claims and this dispute.

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Jeffrey Drozdiak, Tribunal Member