



Civil Resolution Tribunal

Date Issued: September 23, 2025

File: SC-2024-005991

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Banerjee v. Air Canada*, 2025 BCCRT 1335

B E T W E E N :

MAHESHWARI RAJU BANERJEE

APPLICANT

A N D :

AIR CANADA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This dispute is about compensation under the *Air Passenger Protection Regulations* (APPR) for flight delay and compensation for alternate flight.
2. The applicant, Maheshwari Raju Banerjee, booked a flight with the respondent airline, Air Canada, to travel from New Delhi to Vancouver. It is not disputed that Air

Canada changed the connecting flight from Toronto to Vancouver. Ms. Banerjee arrived in Vancouver 9 hours later than her original flight. Ms. Banerjee claims \$1,000 compensation for the delay under the APPR and \$391.50 for the cost of an alternate flight.

3. Air Canada initially denied Ms. Banerjee's claims, but in its written argument says it paid Ms. Banerjee the claimed amount. So, Air Canada says this dispute is now moot. Ms. Banerjee says she was out of the country when Air Canada tried to pay her, and the payment expired before she could receive it.
4. Ms. Banerjee represents herself. An employee represents Air Canada.
5. I find Air Canada must pay Ms. Banerjee \$1,391.50.

JURISDICTION AND PROCEDURE

6. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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.
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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. 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, whether or not the information would be admissible in court. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

9. Ms. Banerjee provided evidence after the CRT's deadline. Air Canada was given the opportunity to review Ms. Banerjee's evidence and provide submissions, which it did. I find there is no prejudice in admitting Ms. Banerjee's late evidence, and I consider it where necessary below.

ISSUES

10. The issues in this dispute are:
 - a. Is Ms. Banerjee's claim moot?
 - b. If not, is Ms. Banerjee entitled to \$1,000 compensation under the APPR, and \$391.30 for the cost of an alternate flight?

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Ms. Banerjee, as applicant, must prove her 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 explain my decision.
12. Ms. Banerjee was originally booked for travel with Air Canada on February 24, 2024. She would travel from New Delhi and arrive in Vancouver on February 25. On February 9, Air Canada changed her flight from Toronto to Vancouver. Ms. Banerjee arrived in Vancouver more than 9 hours later than her originally scheduled flight.
13. Ms. Banerjee claims \$1,000 under the APPR for the delay of her flight, and \$391.50 for the increased cost to fly business class to Vancouver.
14. Air Canada originally argued that as the flight change was more than 14 days before the scheduled date of travel, Ms. Banerjee was not entitled to compensation under the APPR. It also said it offered Ms. Banerjee an alternate travel itinerary, but she exchanged that flight for a later business class seat.

Is Ms. Banerjee's claim moot?

15. Air Canada it sent Ms. Banerjee an e-transfer of \$1,391.50 on January 24, 2025. It says her claims are moot because it has already paid them.
16. A claim is considered moot when something happens after a legal proceeding starts that removes any ongoing dispute between the parties. See *Binnersley v. BCSPCA*, 2016 BCCA 259. In general, moot claims are dismissed.
17. However, Ms. Banerjee says she was out of the country and the e-transfer expired before she could deposit it. There is no evidence that Air Canada sent a later e-transfer.
18. I find that Air Canada agreed to pay Ms. Banerjee \$1,391.50. At that point, Air Canada is responsible to prove it made the payment. See *Kerr v. Loehr*, 1991 CanLII 1024 (BCSC).
19. Ms. Banerjee does not dispute that Air Canada sent the e-transfer. She says she was not able to deposit it. Air Canada did not provide any evidence that Ms. Banerjee deposited the payment, such as a confirmation receipt or bank statement. So, I find Air Canada has not proved it paid Ms. Banerjee the amount claimed.
20. Since Air Canada's payment was not completed, I find this dispute is not moot.
21. As I note above, Air Canada says it paid Ms. Banerjee the full amount she claims in this dispute. Air Canada's e-transfer to Ms. Banerjee was not made without prejudice. So, I find it is an admission that Air Canada owed or agreed to pay her that amount. See *Zunic v. Air Canada*, 2023 BCCRT 445.
22. I find Air Canada must pay Ms. Banerjee a total of \$1,391.50 for compensation under APPR and for the increased cost of her alternate flight.
23. The *Court Order Interest Act* applies to the CRT. However, in her Dispute Notice, Ms. Banerjee waived her claim to pre-judgment interest, so I do not award any.

24. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I find Ms. Banerjee is entitled to reimbursement of \$125 in CRT fees.
25. Ms. Banerjee claimed \$20 in dispute-related expenses for registered mail and insurance. However, she did not provide receipts for this expense, so I do not order it.

ORDERS

26. Within 14 days of this decision's date, I order Air Canada to pay Ms. Banerjee a total of \$1,516,50, broken down as follows:
- a. \$1,391.50 in damages as compensation under the APPR and for the cost of an alternate flight, and
 - b. \$125 in CRT fees.
27. Ms. Banerjee is entitled to post-judgment interest, as applicable.
28. This is a validated decision and order. Under CRTA section 58.1, 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.

Deanna Rivers, Tribunal Member