



Civil Resolution Tribunal

Date Issued: October 30, 2025

File: SC-2024-000562

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Charlton v. APTI Travel and Events Canada Inc.*, 2025 BCCRT 1511

B E T W E E N :

SEAN CHARLTON

APPLICANT

A N D :

ATPI Travel and Events Canada Inc.

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Jeffrey Drozdiak

INTRODUCTION

1. This dispute is about a ticket refund.
2. The applicant, Sean Charlton, bought tickets from the respondent, ATPI Travel and Events Canada Inc. (ATPI), for a Formula E race in Vancouver. The race was later cancelled. Mr. Charlton argues ATPI should refund the ticket price under British

Columbia's consumer protection legislation. He claims \$1,092 for the price he paid for the tickets.

3. ATPI says it paid Mr. Charlton's money to the event organizer, One Stop Strategy Group Inc. (OSS Group), and OSS Group has not refunded anything for the cancelled race. It argues the ticket entrance agreement makes OSS Group, and not ATPI, responsible for a refund. It also argues a separate set of terms and conditions gives ATPI sole discretion on whether to issue a refund.
4. Mr. Charlton represents himself. ATPI is represented by someone who I infer is an employee.

JURISDICTION AND PROCEDURE

5. 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.
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. 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.
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. Under CRTA section 48(1), in resolving this dispute, the CRT may make an order on terms and conditions it considers appropriate.

Choice of Forum and Governing Law Clauses

9. In its defence, ATPI refers to 2 agreements, the ticket entrance agreement and the “B2C Terms and Conditions”. I find Mr. Charlton agreed to both agreements when he bought the race tickets.
10. Both agreements have a clause that says all matters arising out of or relating to the agreements are governed by, and construed in accordance with, the laws of the Province of Québec. Both agreements also have a clause that says any legal suit, action, or proceeding relating to the agreement will be instituted in the courts of Québec. Neither party refers to these clauses in their submissions.
11. I will start with the forum selection clause. The BC Supreme Court explained how to consider a forum selection clause in *Worldwide Warranty Life Services Inc. v. LiquidNano Inc.*, 2019 BCSC 2475, citing *Douez v. Facebook Inc.*, 2017 SCC 33. Once the court (or tribunal) finds the clause valid, it should uphold the clause unless there are “strong reasons” not to.
12. On its face, I find there is no reason why the forum selection clause is invalid. So, are there strong reasons not to enforce it? Applying the framework in *Douez*, when exercising my discretion not to enforce such a clause, I must consider all the circumstances, including the “convenience of the parties, fairness between the parties, and the interest of justice.” For the following reasons, I find strong reasons exist in this case not to enforce the forum selection clause.
13. First, I find convenience of the parties favours the CRT deciding this dispute. Both parties participated in the CRT dispute resolution process and provided evidence and submissions on the merits of Mr. Charlton’s claim. The dispute is now at the adjudication stage. I find it would be inconvenient for the parties to start over in a Québec court.

14. Second, I find it would be fairer for the CRT to resolve this dispute. Throughout the CRT process, neither party raised an issue with the CRT deciding this dispute. This suggests both parties “attorned” to the CRT’s jurisdiction. Attornment is a legal concept where a party’s actions can grant a court (or tribunal) with jurisdiction over a dispute that it otherwise would not have. See *Nordmark v. Frykman*, 2019 BCCA 433 at paragraph 47.
15. Finally, I find it is in the interest of justice for the CRT to decide this dispute. Mr. Charlton bought tickets in British Columbia for an event that was scheduled to take place in British Columbia. The event was also cancelled over 3 years ago and involves a relatively small amount. I find it is in the interest of justice for the CRT, and its flexible and informal dispute resolution process, to resolve this dispute, as opposed to Mr. Charlton starting anew in another jurisdiction.
16. As for the governing law clause, I find the laws of Québec apply to the parties’ agreements. However, both agreements say that any provision that conflicts with “any” provincial consumer protection legislation is unenforceable. As I explain in further detail below, I find this dispute turns on British Columbia’s consumer protection legislation. So, I find I can apply this legislation when deciding this dispute.

ISSUE

17. The issue in this dispute is whether ATP1 must refund Mr. Charlton for the cancelled race.

EVIDENCE AND ANALYSIS

18. In a civil proceeding like this one, Mr. Charlton, as the applicant, must prove his 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.

The Tickets

19. On November 26, 2021, Mr. Charlton bought 2 tickets for E-Fest Canada's 2022 Formula E race in Vancouver. The tickets included a weekend pass and seats for the race on Saturday July 2, 2022. An email confirmation shows Mr. Charlton paid \$546 for the tickets. On February 17, 2022, Mr. Charlton bought 2 more tickets and paid another \$546. In total, Mr. Charlton paid \$1,092 for 4 tickets.
20. Mr. Charlton provided 2 Vancouver Sun articles from June 18 and October 19, 2022, which described what happened next. In April 2022, OSS Group cancelled the Formula E race and festival, claiming it would be postponed until 2023. In September 2022, ATPI sued OSS Group in Québec Superior Court to recover \$2,789,539 for customer refunds. In October 2022, a class action lawsuit was started against OSS Group and ATPI by 3 ticket buyers seeking refunds. There is no evidence before me that Mr. Charlton is part of that lawsuit or is barred from bringing this claim.
21. Mr. Charlton made a chargeback request through his bank to get a refund, but he was unsuccessful. The bank found that Mr. Charlton did not start the process within the timeframe required under the bank's terms and conditions.
22. Mr. Charlton now brings a legal claim against ATPI to recover the money he paid for the cancelled race. Mr. Charlton argues he is entitled to a refund from ATPI under either the *Ticket Sales Act* (TSA) or the *Business Practices and Consumer Protection Act* (BPCPA).

Is Mr. Charlton Entitled to a Refund from ATPI?

23. Although Mr. Charlton raises both the TSA and the BPCPA, ATPI does not address either statute in its response submissions. Instead, it argues that the ticket entrance agreement between Mr. Charlton and OSS Group makes OSS Group, and not ATPI, responsible for the refund. It also argues the B2C Terms and Conditions give it sole discretion on whether to issue a refund. For the following reasons, I am not persuaded by either argument.

24. ATPi argues that the ticket entrance agreement says if the event is cancelled, OSS Group is solely responsible for refunding tickets. I disagree with how ATPi interprets this agreement. I acknowledge that clause 4.4 of the agreement says OSS Group will refund tickets if it cancels the event. However, nowhere does it say OSS Group is “solely” liable for refunding tickets if the show is cancelled. Mr. Charlton also did not waive his right in this agreement to sue any other entity to get a refund if the event is cancelled.
25. The ticket entrance agreement’s preamble says that by buying event tickets, the buyer is subject to the B2C Terms and Conditions. This is a separate set of terms and conditions between ATPi and “you”, which I infer is the ticket buyer. By buying tickets, I find Mr. Charlton agreed to these terms.
26. I acknowledge that clause 17.5 of the B2C Terms and Conditions says ATPi “may, at its sole discretion, and without any obligation on its part, reimburse” the ticket buyer if the event is cancelled. However, I find this term conflicts with the TSA and is void.
27. The TSA came into force on July 1, 2021, and applies to tickets sold after that date for events in British Columbia. TSA section 1 explicitly includes a sporting event. TSA section 6(a)(i) says a “secondary ticket seller” who sells a ticket for an event in British Columbia, must provide a guarantee to the ticket purchaser that it will provide a full refund if the event is cancelled. By using the word “must”, I find a seller cannot include a contract term that removes this guarantee.
28. TSA section 2(1) also says if a BPCPA provision applies for the purposes of the TSA, the BPCPA provision must be read to include the TSA. I find TSA section 6’s purpose is to protect consumers when buying tickets from secondary ticket sellers. BPCPA section 3 says any waiver or release of a person’s rights, benefits, and protections under the BPCPA is void, with few exceptions. I find this is consistent with the TSA’s purpose. So, I find BPCPA section 3 applies, and a secondary ticket seller cannot revoke the guarantees listed in TSA section 6.

29. So, was ATPI a secondary ticket seller? TSA section 1 defines this term as a person who is engaged in the business of selling tickets that were originally sold by a primary ticket seller. In the ticket entrance agreement's preamble, clause 2.2 says OSS Group appointed ATPI as an "authorized ticket reseller" for the event. Given this phrasing, I find OSS Group was the primary ticket seller and ATPI was the secondary ticket seller.
30. Since ATPI was a secondary ticket seller, I find TSA section 6(a)(i) applied to Mr. Charlton's ticket purchase. This means ATPI guaranteed Mr. Charlton that it would refund the ticket price if the event was cancelled. Since ATPI refused to provide Mr. Charlton with a refund, I find it contravened TSA section 6(a)(i).
31. TSA section 11(1) says if a ticket purchaser suffers a loss arising from a party's contravention of the TSA, the ticket purchaser can bring an action against that person. TSA section 1 explicitly includes the CRT as a suitable forum for this action.
32. TSA section 11(2) says I can order ATPI to pay any money that Mr. Charlton has lost. Given this, I order ATPI to pay Mr. Charlton \$1,092 for the race tickets.

INTEREST AND CRT FEES

33. The *Court Order Interest Act* applies to the CRT. Mr. Charlton is entitled to pre-judgment interest on the \$1,092 debt from the date the event was cancelled, to the date of this decision. There is no evidence before me about when in April 2022 the event was cancelled. So, I will use April 30, 2022, which results in \$146.55 in pre-judgment interest.
34. 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. Charlton was successful, so I find he is entitled to reimbursement of \$125 in CRT fees. Mr. Charlton did not claim dispute-related expenses, so I order none.

ORDERS

35. Within 15 days of the date of this decision, I order ATPi to pay Mr. Charlton a total of \$1,363.55, broken down as follows:
- a. \$1,092 in debt,
 - b. \$146.55 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 for CRT fees.
36. Mr. Charlton is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
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.

Jeffrey Drozdiak, Tribunal Member