



# Civil Resolution Tribunal

Date Issued: August 29, 2024

File: SC-2023-009088

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sanders v. Bryce (dba Northern BC Jet Boat Tours)*, 2024 BCCRT 845

B E T W E E N :

CATHERINE LYN SANDERS

**APPLICANT**

A N D :

ROBERT BRYCE (Doing Business As NORTHERN BC JET BOAT  
TOURS)

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Deanna Rivers

## INTRODUCTION

1. This is a dispute about reimbursement for plane tickets.
2. The applicant, Catherine Lyn Sanders, says she booked a tour with the respondent, Robert Bryce (doing business as Northern BC Jet Boat Tours) (Northern), but Northern cancelled the tour. Mrs. Sanders claims \$1,457.92, the cost of the plane tickets.
3. Northern agrees it cancelled the tour, but says it is not responsible for customer's travel expenses. I infer it asks me to dismiss the claim.
4. Both parties are self-represented.

## 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 *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 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.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, 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.
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 CRTA section 118, 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.

## **ISSUE**

9. The issue in this dispute is whether Northern owes Mrs. Sanders \$1,457.92, or some other amount, as reimbursement for plane tickets.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, Mrs. Sanders must prove her claim on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
11. Mrs. Sanders says that she booked a tour with Northern, and Northern cancelled the tour with short notice. She says she bought non-refundable plane tickets, and claims the \$1,457.92 cost of the plane tickets. I find Mrs. Sanders is arguing that Northern breached its contract by cancelling the tour, and is claiming damages for the breach of contract.
12. Mrs. Sanders provided evidence of her payment of \$1,457.92 for airfare. The flight confirmation is for Mrs. Sanders and her partner, CMS. CMS is not a party to this dispute.
13. Northern agrees that Mrs. Sanders booked a tour, and that it cancelled the tour. It says the cancellation was not in its control, and it gave 4 weeks notice of the cancellation. Northern does not dispute that Mrs. Sanders paid for the flights. It says that it is only responsible to refund the tour fee and not for other travel expenses.
14. Northern undisputedly reimbursed Mrs. Sanders for the full tour fee. The question is whether Northern owes her further reimbursement for her travel costs.

15. Northern provided a screenshot of its website titled “Refunds & Cancellations.” The website says that:
- a. Northern provides full refunds up to 30 days prior to the tour, and after that depending on the reason.
  - b. Northern reserves the right to cancel tours on short notice.
  - c. Guests are to contact them prior to booking airline tickets to ensure it has met the minimum number. I infer this means the minimum number of people have booked the tour.
  - d. Unforeseen issues can arise which may cause the cancellation of tours.
  - e. Safety is of utmost importance and tours can be cancelled due to unsafe weather conditions.
  - f. It will make every possible effort to reschedule any cancelled tours.
16. Northern provided many examples of why tours could be cancelled. As noted in *Century 21 and Kobelt Manufacturing Co. Ltd. v. Pacific Rim Engineered Products (1987) Ltd.*, 2011 BCSC 224, website terms may bind a party. However, the website owner must give notice of the terms before the parties enter into a contract. Northern does not say where the cancellation policy was on its website, how to navigate to it, or whether it was prominently displayed.
17. Northern says it recommends guests purchase refundable plane tickets as the tours can be cancelled for many reasons, and its refund policy only covers the tour fee’s cost, and not other travel expenses guests may incur.
18. Mrs. Sanders says she did not see the cancellation policy in the email purchase confirmation, or at any time after. But she did not provide a copy of the email purchase confirmation or other evidence of her contract with Northern, such as the booking contract. When a party does not provide relevant evidence without explanation, the CRT may make an adverse inference. An adverse inference is when the CRT assumes that the reason a party did not provide evidence is that the

evidence would not help their case. Here I draw an adverse inference against Mrs. Sanders for not providing documentary evidence of the email purchase confirmation or the tour contract. I find it more likely than not that Northern provided the cancellation policy as it alleges.

19. In any event, I find it does not matter if Northern drew the refund policy to Mrs. Sanders' attention before she entered into the contract, as the policy only refers to the tour fee, and not payment for travel expenses. As noted above, Mrs. Sanders has received a full refund of the tour fee.
20. Mrs. Sanders is asking for reimbursement of travel expenses she paid to a third party. Neither party provided any evidence about an agreement for travel expenses if the tour was cancelled. There is no evidence Northern provided any services for travel or transportation to the tour area. It had no control of how Mrs. Sanders arrived at the tour area. She does not say that she told Northern about her travel arrangements.
21. Under the legal principle of remoteness, when a contract is breached, the party that breaches the contract is not responsible for losses by the other party unless those losses were reasonably foreseeable when the contract was made. See *Al Boom Wooden Pallets Factory v Jazz Forest Products (2004) Ltd.*, 2016 BCCA. The reason for this is fairness. Northern might have declined the risk or made other arrangements if it thought it may be responsible for such losses.
22. I find Northern's contract with Mrs. Sanders was for the tour only. Northern refunded the full amount of the contract's price when it cancelled the tour. Mrs. Sanders has not proved that Northern was involved with or had any knowledge of her other travel arrangements. I find the non-refundable plane fare cost too remote from the tour's cancellation to be attributed to Northern's contract breach.
23. I dismiss Mrs. Sanders claim and this dispute.

### ***Fees and Dispute-Related Expenses***

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 see no reason in this case not to follow that general rule. As Mrs. Sanders was not successful, I dismiss her claim for reimbursement of tribunal fees.
25. Northern did not pay fees or claim dispute-related expenses.

### **ORDER**

26. I dismiss Mrs. Sanders' claim and this dispute.

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Deanna Rivers, Tribunal Member