

# **Comments on proposed regulations published in Canada Gazette, Part I, Volume 158, Number 51: Regulations Amending the Air Passenger Protection Regulations**

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**Name:** Commenter 02

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## **Issues**

Should there be a comment related to the potential for inconsistency between other directives such as The Montreal Convention and EU/USA regulations?

## **Objective**

Because the airlines deal with these issues many times, and most travellers deal with these issues infrequently, there exists an imbalance of power. An objective should be that this imbalance in power is rectified by placing the onus of responsibility on the airline to honestly follow the letter and intent of the APPR, and where the airline is found to have not done that, to establish fines and punitive damages to the traveller.

## **Description**

No, no, no. The list of exceptional circumstances includes technical defects, which may affect safety. This gives the airlines far too much latitude. There should be no technical defect exceptional circumstances, and the airlines cannot therefore make serious judgements about what is flight safety required and what is not. The onus must be on the airlines to only fly if it is safe to do so, and regardless of technical reason, maintenance of the plane is still within the airlines control and therefore must be compensated for. I believe we need to be more fully aligned with the EU regulations on this matter. The EU regulations are also much more specific about refund timelines and method of refunds.

## **Regulatory analysis**

The analysis seems to indicate that for a cost of approximately \$1 per segment, the airlines would be able to comply with the proposed regulations. However, these new regulations would still have the percent of flight delays due to exceptional

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circumstances is 53%, and the percent of flight cancellations due to exceptional circumstances is 69%. This means the average traveller will still not have compensation for over 50% of the delays. I find this unreasonable. Travellers book tickets in good faith and expect the airline to live up to their contractual obligation to provide the service. This still grey area of Technical issues should be eliminated, and therefore the exceptional circumstances would truly be exceptional.

### **Provision of Information**

The information regarding exceptional circumstances should be the same and within the same time frame, no matter whether it is denial of boarding or delay or cancellation. In the Exceptional Circumstances, 18 G I, it says "if the required scheduled maintenance of the aircraft is up-to-date". So what does that mean? If the required scheduled maintenance is not up do date, is that now an Exceptional Circumstance?

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