<u>Date of Original Decision</u>: December 13, 2023 <u>Date of Amended Decision</u>: December 14, 2023

> Files: AB-2023-006068, AB-2023-006071, and AB-2023-006073

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: Nawa v. ICBC, 2023 BCCRT 1094

BETWEEN:

MUAWIA NAWA

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

AMENDED REASONS FOR DECISION

Tribunal Member: Alison Wake

INTRODUCTION

1. These 3 linked disputes are about entitlement to accident benefits. Muawia Nawa was in motor vehicle accidents on December 16, 2021 (first accident), and November

- 9, 2022 (second accident). Mr. Nawa claims accident benefits for both accidents from the Insurance Corporation of British Columbia (ICBC).
- 2. In AB-2023-006068 (6068), Mr. Nawa claims health care and rehabilitation benefits and permanent impairment compensation for the first accident. In AB-2023-006071 (6071), Mr. Nawa claims income replacement benefits and permanent impairment compensation for the second accident. In AB-2023-006073 (6073), Mr. Nawa claims health care and rehabilitation benefits and permanent impairment compensation for the second accident.
- 3. ICBC says it has provided the benefits Mr. Nawa is entitled to, and that he has not proven he is entitled to additional benefits.
- 4. Mr. Nawa is self-represented. ICBC is represented by an authorized employee.

JURISDICTION AND PROCEDURE

- 5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over accident claims brought under section 133 of the *Civil Resolution Tribunal Act* (CRTA). Section 133(1)(a) of the CRTA gives the CRT jurisdiction over the determination of entitlement to accident benefits.
- 6. Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
- 7. Section 39 of the CRTA 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 in the interests of justice.

- 8. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law.
- 9. In submissions, Mr. Nawa argues that ICBC has acted in bad faith in its dealings with him. He asks for compensation for mental stress, and for an order that ICBC "sign an affidavit not to harass or retaliate against me again". These claims were not included in Mr. Nawa's dispute notices. The purpose of a dispute notice is to define the issues and provide fair notice to the respondent of the claims against them. While I have considered Mr. Nawa's arguments about ICBC's conduct to the extent that he argues he has been improperly denied benefits, I find these additional requested remedies are not properly before me, and may not be within the CRT's accident claims jurisdiction in any event. So, I have not addressed them further in this decision.
- 10. After this dispute was assigned to me for a decision, Mr. Nawa requested to provide an email from his ICBC recovery specialist as late evidence. I accept that Mr. Nawa could not have provided this evidence earlier, as the email is dated November 28, 2023, which is the same day Mr. Nawa requested to provide it to the CRT. ICBC was given an opportunity to respond this evidence, and did so. ICBC also provided a further email as new evidence, and Mr. Nawa was given an opportunity respond to it but did not do so. I find both pieces of new evidence are relevant to this dispute, and I have considered them in making my decision, bearing in mind the CRT's flexible mandate. However, ultimately my decision does not turn on this late evidence.

ISSUES

- 11. The issues in this dispute are:
 - a. Is Mr. Nawa entitled to health care and rehabilitation benefits for either accident?
 - b. Is Mr. Nawa entitled to permanent impairment compensation for either accident?

c. Is Mr. Nawa entitled to income replacement benefits for either accident?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, as the applicant Mr. Nawa must prove his claims on a balance of probabilities (meaning more likely than not). While I have read all the parties' submitted evidence and arguments, I have only referred to those necessary to explain my decision. I note Mr. Nawa did not provide evidence in 6068 or 6073, despite having had the opportunity to do so. However, because much of the evidence and arguments overlap between the 3 linked disputes, I find it is consistent with the CRT's flexible mandate to consider the evidence and submissions together across all 3 disputes, where applicable.

Is Mr. Nawa entitled to health care and rehabilitation benefits for either accident?

- 13. Mr. Nawa says that he was severely injured in the first accident, and that the second accident exacerbated his injuries. He says he will need rehabilitation for his injuries for the rest of his life. In 6068, Mr. Nawa claims \$25,000 for health care and rehabilitation benefits for his injuries from the first accident. In 6073, Mr. Nawa claims an unspecified amount in health care and rehabilitation benefits for his injuries from the second accident. Mr. Nawa does not provide a breakdown or further explanation of the amounts or treatments claimed in either dispute.
- 14. Section 123 of the *Insurance (Vehicle) Act* (IVA) and section 19 of the *Enhanced Accident Benefits Regulation* (EAB) together say that an insured is entitled to the payment or reimbursement of reasonable expenses incurred for health care services that are provided to facilitate the insured's recovery from bodily injury or to address a decline in the insured's physical or mental function because of their bodily injury.
- 15. ICBC says that under these provisions, it paid for Mr. Nawa to attend 19 physiotherapy sessions and 21 kinesiology treatments after the first accident. After the second accident, ICBC says that it paid for 56 physiotherapy sessions, 8

- kinesiology sessions, and 14 chiropractic treatments. ICBC submitted a treatment calendar in support of the alleged treatments, and Mr. Nawa does not dispute that he attended these sessions or that ICBC paid for them.
- 16. I infer Mr. Nawa argues he should receive funding for additional treatments. ICBC says that it can only pay for treatment expenses that have been incurred, and it cannot pay out a lump sum for future treatments. I agree. I find nothing in the IVA or EAB requires ICBC to pay an insured for treatments that they have not yet attended. So, I find Mr. Nawa is not entitled to a lump sum payment for future health care and rehabilitation benefits. However, I have considered whether Mr. Nawa has shown that ICBC should authorize funding for additional future treatments for his recovery.
- 17. A December 22, 2021 medical report in evidence shows that after the first accident, Mr. Nawa reported severe midback and lumbar pain. The examining physician, Dr. Milne, diagnosed Mr. Nawa with a right thoracic sprain and a bilateral lumbar spasm. They recommended physiotherapy and muscle relaxants.
- 18. At a March 21, 2022 virtual appointment with Dr. Richard Egolf, Mr. Nawa reported persistent pain in his neck and shoulder, and some improving pain in his low back. Dr. Egolf recommended that Mr. Nawa start kinesiology, which records show he did later that week.
- 19. A July 8, 2022 kinesiology progress report showed some improvement in Mr. Nawa's condition. However, a physician reassessment on November 2, 2022, shortly before the second accident, shows that Mr. Nawa was still reporting back, neck, and right shoulder pain. Dr. Egolf recommended that Mr. Nawa continue his kinesiology exercises if his kinesiologist still considered them appropriate.
- 20. The second accident occurred on November 9, 2022. Mr. Nawa was a pedestrian and was struck by a vehicle while he was in a crosswalk. A November 21, 2022 medical report shows that Mr. Nawa reported he experienced knee, shin, and ankle pain immediately following the accident, and later experienced shoulder, neck, and back pain. The reporting physician, Dr. Kim, diagnosed Mr. Nawa with neck, back,

- and shoulder strains, and a sprained right foot. They recommended physiotherapy, massage therapy, and pain relief medication.
- 21. In an April 24, 2023 reassessment report, Dr. Egolf noted Mr. Nawa was still experiencing pain in his upper shoulders and back. He recommended that Mr. Nawa continue physiotherapy treatments and start kinesiology treatments. He also recommended counselling.
- 22. On June 16 and 30, 2023, ICBC sent Mr. Nawa 2 letters asking that he attend counselling sessions as recommended by Dr. Egolf. The letters warned that if Mr. Nawa did not do so without a reasonable excuse, his benefits may be suspended. However, a July 18, 2023 reassessment report by Dr. Egolf indicated that they no longer recommended counselling for Mr. Nawa. ICBC does not argue that it is entitled to suspend Mr. Nawa's benefits on this basis, and I find it is not, given the updated report.
- 23. Dr. Egolf's July 18, 2023 reassessment is the most recent medical record before me. In it, Dr. Egolf recommended that Mr. Nawa continue physiotherapy treatment, begin chiropractic treatment, and stop kinesiology treatment.
- 24. ICBC's medical calendar in evidence shows that Mr. Nawa received chiropractic treatments once or twice per week in August, September and October 2023, with the most recent visit on October 11, 2023. It does not appear that Mr. Nawa received physiotherapy treatment after July 13, 2023, despite Dr. Egolf's recommendation. However, there is no evidence before me that Mr. Nawa requested additional physiotherapy treatments or that ICBC refused to fund them.
- 25. As noted, Mr. Nawa does not explain whether he is asking for additional treatments and if so, what specific treatments he is asking ICBC to fund. Instead, his submissions focus on income replacement benefits and permanent impairment compensation, discussed below. I find Mr. Nawa has not proven that additional treatments are required to facilitate his recovery. I dismiss Mr. Nawa's claims for health care and rehabilitation benefits.

Is Mr. Nawa entitled to permanent impairment compensation for either accident?

- 26. In 6068, Mr. Nawa claims \$25,000 in permanent impairment compensation for his injuries in the first accident. In both 6071 and 6073, Mr. Nawa claims \$50,000 in permanent impairment compensation for his injuries from the second accident. Mr. Nawa does not explain why he has claimed permanent impairment compensation twice for the same accident. ICBC says this claim is duplicated between the 2 disputes, and I agree. So, in this decision I consider Mr. Nawa's permanent impairment compensation claims of \$25,000 for the first accident, and \$50,000 for the second accident.
- 27. Section 129 of the IVA says that an insured is entitled to a lump sum payment if they sustain a permanent impairment in an accident. Section 10(1) of the *Permanent Impairment Regulation* says an impairment is "permanent" when, following a "period of time sufficient for optimal tissue repair", the impairment has become static or has stabilized, and is unlikely to change significantly with further therapy. Section 10(2) says ICBC must not pay compensation until the impairment is permanent.
- 28. Mr. Nawa says that he has had "a severe reduction in quality of life" since the first accident, and that he believes he has suffered a permanent injury that he will have for the rest of his life.
- 29. ICBC says that Mr. Nawa has not provided any evidence that his injuries from either accident have become static or stabilized, or are unlikely to change significantly with further therapy. I agree. The available medical evidence shows improvements in Mr. Nawa's condition, with treatment. While Dr. Egolf's March 21, 2022 report noted that Mr. Nawa's pain in his neck and right shoulder from the first accident seemed to "not be improving", subsequent records including the July 8, 2022 kinesiology progress report show significant improvements in Mr. Nawa's condition between March and July, 2022. Dr. Egolf's reports from April and July 2023 indicate some improvement in Mr. Nawa's pain with treatment, and recommend further treatment. There is no recent evidence from Mr. Nawa's medical practitioners to support a finding that his

injuries are unlikely to change significantly with further therapy. So, I find Mr. Nawa has not established that he has suffered a permanent impairment from either accident.

30. It follows that I dismiss Mr. Nawa's claims for permanent impairment compensation at this time. Nothing in this decision prevents Mr. Nawa from reapplying for permanent impairment compensation if and when his injuries become permanent.

Is Mr. Nawa entitled to income replacement benefits for either accident?

31. Although the dispute notice for 6071 lists the accident date as November 9, 2022, the parties' evidence and submissions address Mr. Nawa's entitlement to income replacement benefits for both accidents. Given the overlapping issues and arguments, I find it is appropriate to consider Mr. Nawa's claim for income replacement benefits for both accidents.

Background

- 32. After the first accident, Mr. Nawa applied for income replacement benefits. The IVA and the *Income Replacement and Retirement Benefits and Benefits for Students and Minors Regulation* (IRB) set out an insured's entitlement to income replacement benefits.
- 33. In support of his application for income replacement benefits for the first accident, Mr. Nawa provided ICBC with a Certificate of Earnings (CL15) from Global Lions Logistics Co. (Global Lions). The CL15 says that Mr. Nawa was Head of Dispatch at Global Lions since October 11, 2021. The employer declaration at the bottom of the CL15 was not signed. On February 25, 2022, a Manager of Recovery and Benefits Services at ICBC emailed Mr. Nawa and informed him, among other things, that his recovery specialist, KB, would be reaching out to Global Lions to confirm who completed the CL15 as it was not signed or dated, and to confirm whether Mr. Nawa's role was managerial as this would affect his estimated yearly gross earnings.

- 34. Mr. Nawa also provided an October 1, 2021 letter from Global Lions offering him the Head of Dispatch position beginning October 12, 2021, and contractor statements showing his income from Global Lions for November and December, 2021.
- 35. ICBC undisputedly began paying Mr. Nawa income replacement benefits in February, 2022. ICBC initially based the benefit amount on a classification of Mr. Nawa's occupation as a "dispatcher". On February 28, 2022, KB emailed Mr. Nawa to advise that they had spoken with Mr. Nawa's employer and had confirmed he was a manager. On March 9, 2022, KB advised that Mr. Nawa's classification had been changed to "manager in transportation".
- 36. I find these classifications refer to the National Occupation Classification (NOC) classes of employment set out in Table 1 of the Schedule to the IRB. Each NOC class includes 3 levels, depending on the insured's level of experience in the class of employment. Mr. Nawa says that ICBC initially paid him at a NOC level 1 for managers in transportation, while ICBC says that it initially paid Mr. Nawa at a NOC level 2. I find nothing turns on this, as in any event Mr. Nawa filed a CRT dispute (previous dispute) seeking an increase to NOC level 3. Mr. Nawa says that he provided further documentation to ICBC in support of his claims in the previous dispute. As a result, ICBC agreed to pay Mr. Nawa income replacement benefits at a NOC level 3 instead. Mr. Nawa withdrew the previous dispute on November 1, 2022.
- 37. Neither party argues that Mr. Nawa's NOC classification was incorrect. Instead, in this dispute, the issue is whether ICBC was entitled to suspend Mr. Nawa's income replacement benefits, which I will discuss now.

SIU investigation

38. On November 8, 2022, TZ, an investigator from ICBC's Special Investigation Unit (SIU) contacted Mr. Nawa and requested to interview him about his claims. ICBC provided TZ's investigation report dated February 17, 2023 (SIU report). The SIU report says that TZ was investigating an income replacement benefits claim for another insured, AT. AT had provided an offer of employment letter by Global Lions

- signed by Mr. Nawa on June 1, 2021, which was before Mr. Nawa's employment with Global Lions began in October, 2021. This raised questions for ICBC about the validity of the letter.
- 39. As part of their investigation into AT's claim, TZ contacted CT, whose signature was on Mr. Nawa's employment offer letter from Global Lions. CT denied signing Mr. Nawa's offer letter, and said that they did not hold signing authority for Global Lions. CT confirmed by email that it was not their signature on the letter.
- 40. TZ interviewed Mr. Nawa in person on December 5, 2022. TZ's notes from that interview say that Mr. Nawa did not know whether CT had signed the offer letter. In submissions, Mr. Nawa says that this was simply a clerical error and that the Global Lions CEO would prepare a new letter if necessary, but no such letter is in evidence.
- 41. After the interview, Mr. Nawa emailed TZ's manager with concerns about the questions TZ asked. TZ's manager responded that they had no concerns about the interview, but that Mr. Nawa did not have to cooperate further with the investigation if he did not wish to.
- 42. Mr. Nawa says that ICBC began the SIU investigation to retaliate against him because it "lost" its argument in the previous dispute, in which ICBC agreed to pay him a higher income replacement benefit. ICBC denies this, and says that it was simply doing its due diligence. Emails in evidence show that ICBC voluntarily agreed to pay Mr. Nawa the higher income replacement benefit amount in the previous dispute. I find there is no evidence to support Mr. Nawa's argument that the SIU investigation was in retaliation for the previous dispute. However, I must still consider whether ICBC was entitled to suspend Mr. Nawa's income replacement benefits as a result of the SIU investigation.

Suspension of benefits

43. ICBC undisputedly suspended Mr. Nawa's income replacement benefits in June 2023. ICBC makes 2 arguments for why it suspended Mr. Nawa's benefits. First, it says that Mr. Nawa refused to provide additional information that it requested.

- Second, it says that based on the SIU report, Mr. Nawa has not proven that he was ever entitled to income replacement benefits.
- 44. I begin with ICBC's requests for additional information. In the SIU report, TZ reported that they did not follow up with Mr. Nawa for further information about his tax records, because Mr. Nawa did not wish to participate further. However, in a letter dated February 21, 2023, ICBC asked Mr. Nawa to provide additional financial information including tax records and contracts dating back to 2019.
- 45. The letter notes that ICBC requested this information in a December 20, 2022 email, but that email is not in evidence. The letter said this information was required "to determine the appropriate benefits and treatment plan to support your recovery", but did not provide any other explanation about why it required additional records. The letter offered Mr. Nawa the opportunity to contact ICBC if he was unable to comply or had a reasonable excuse not to, but warned that his benefits may be suspended if he did not comply. ICBC then requested the same information in an almost identical letter dated March 7, 2023.
- 46. In a letter dated June 14, 2023, ICBC informed Mr. Nawa that it had suspended his income replacement benefits. ICBC then requested that Mr. Nawa provide further financial information, this time dating back to 2018, within 10 business days in order to determine his eligibility for income replacement benefits.
- 47. I note the document request in ICBC's June 14, 2023 letter is significantly broader than its February 21, 2023 and March 7, 2023 requests. ICBC did not explain, in this letter or in submissions, why it expanded on its previous requests and why the additional information was required to determine Mr. Nawa's entitlement to income replacement benefits.
- 48. ICBC relies on section 121(1)(d) of the IVA, which allows ICBC to reduce, suspend, or cancel benefits where an insured fails to comply with section 11. Section 11 allows ICBC to require an insured to provide certain information to it. While ICBC does not specify which subsection it relies on, I infer it relies on section 11(4), which allows

ICBC to require an insured to provide documents including "the content required by the corporation", and to "comply with any other method of making and proving claims" that is established by ICBC. While this provision grants ICBC broad authority to request information from its insureds, I find it necessarily implies that the information ICBC requires must be sufficiently related to the insured's claim. In other words, I find that to suspend or cancel benefits based on an insured's failure to provide requested information, ICBC must establish that the requested information is necessary and material for the insured to make or prove their claim.

- 49. As noted, ICBC did not explain in any of its correspondence or submissions why it required the requested additional information to consider Mr. Nawa's claims. While I find there is no evidence to support Mr. Nawa's argument that ICBC was "fishing" for information to use against Mr. Nawa's employer, in the absence of any further explanation from ICBC, I find it is not clear that the requested information was material to Mr. Nawa's claim for income replacement benefits. So, I find ICBC was not entitled to suspend Mr. Nawa's income replacement benefits on this basis.
- 50. ICBC's second argument is that Mr. Nawa has not proven that he was ever entitled to receive income replacement benefits, because he has not proven that he was working at the time of the first accident.
- 51. As discussed above, ICBC initially accepted Mr. Nawa's application for income replacement benefits based on the Global Lions offer letter, the CL15, and its own confirmation with Mr. Nawa's employer. However, in submissions, ICBC says that it needed time to verify Mr. Nawa's employment information, because the unsigned CL15 created concerns that required investigation. ICBC says that even after it agreed to change Mr. Nawa's classification to NOC 3, it was continuing to attempt to verify Mr. Nawa's employment and that he would be considered a "non-earner" under the IVA until verification was complete. A non-earner is someone who does not hold employment at the time of the accident, but is able to work.
- 52. However, as noted, Mr. Nawa's ICBC recovery specialist confirmed by email in February 2022 that they had spoken with Mr. Nawa's employer and confirmed that

he was a manager. ICBC undisputedly began paying Mr. Nawa income replacement benefits after this email, which I find is consistent with it having verified that Mr. Nawa was working at the time of the accident. There is no evidence before me that ICBC informed Mr. Nawa at this time that it required further confirmation of the information in the CL15, or that it considered him a non-earner until it could verify his employment.

- 53. ICBC's position appears to be that it relied on the Global Lions offer letter as evidence of Mr. Nawa's prospective employment only. In other words, ICBC argues that Mr. Nawa was not working at the time of the first accident and that he was only entitled to income replacement benefits based on the offer of employment.
- 54. Mr. Nawa specifically disputes ICBC's assertion that he was not working at the time of the first accident, and argues that ICBC had already determined that he was working. This argument is supported by ICBC's letters of October 4, 2022, and October 27, 2022, where it confirmed Mr. Nawa's entitlement to income replacement benefits and classified him as a "temporary earner" and a "full-time earner", respectively. ICBC does not explain why it changed this classification, but given that Mr. Nawa withdrew the previous dispute shortly after the October 27 letter, I infer that ICBC agreed Mr. Nawa was a full-time earner as part of resolving the previous dispute.
- 55. Mr. Nawa's position is also supported by other available evidence. As noted, he provided ICBC with contractor statements showing hours he worked for Global Lions in November and December 2021, and an e-transfer receipt showing payment for the November hours. Mr. Nawa also provided a September 1, 2022 letter from the Global Lions CEO confirming his employment duties. I find this evidence supports Mr. Nawa's position that he was working at the time of the first accident, as does ICBC's email advising that it had confirmed Mr. Nawa's role with his employer.
- 56. In its June 14, 2023 letter, ICBC said that the Global Lions offer letter could not be considered valid because it was signed by an individual that was not actively employed by Global Lions. This is unsupported by TZ's notes of their interview with

- CT in the SIU report. While CT stated that they did not sign the offer letter, they stated that they were employed by Global Lions as a business consultant.
- 57. I acknowledge ICBC's concerns about the validity of the Global Lions offer letter, given CT's statement that they did not sign it. However, ICBC's reliance on the offer letter as the only supporting evidence for Mr. Nawa's income replacement benefits application is based on its incorrect position that Mr. Nawa was a non-earner at the time of the first accident. The remaining evidence supports Mr. Nawa's position that he was working at the time of the first accident and is entitled to income replacement benefits on that basis.
- 58. In summary, I find that ICBC was not entitled to suspend Mr. Nawa's income replacement benefits. As a remedy, Mr. Nawa does not ask for a specific amount in income replacement benefits. Rather, he asks for an order that his income replacement benefits be reinstated. I find this injunctive relief is within the CRT's jurisdiction to order under section 133(1)(a) of the CRTA (see *Polzin v. ICBC*, 2021 BCCRT 888 at paragraph 7). So, I order ICBC to reinstate Mr. Nawa's income replacement benefits, retroactive to the suspension date, within 30 days of this decision. I make no findings about how long Mr. Nawa will continue to be entitled to income replacement benefits following this decision. As I have not ordered a specific monetary amount, I make no order for interest under the *Court Order Interest Act*.
- 59. Lastly, Mr. Nawa argues that ICBC was paying him less than what it should be based on his tax bracket, and asks for retroactive payment for the difference. In support of this, Mr. Nawa provided a letter from Harvey Sidhu, CPA. This letter sets out the amount of income tax that Mr. Nawa should be charged for 2022, depending on his income. I infer Mr. Nawa argues that ICBC deducted too much income tax from his income replacement benefits. However, Mr. Nawa does not provide any further explanation or calculations of the amount of income tax that ICBC deducted from his benefits. In the absence of further explanation, I find Mr. Nawa's argument unproven and I decline to order ICBC to reimburse him for income tax deductions.

CRT FEES AND EXPENSES

60. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Nawa was partially successful in 6071, so I find ICBC must reimburse him for half of his paid CRT fees in that dispute, or \$62.50. However, ICBC was also partially successful in 6071, so I find Mr. Nawa must pay half of ICBC's CRT fees, or \$12.50. ICBC was successful in 6068 and 6073, so I dismiss Mr. Nawa's claims for CRT fees in those disputes, and I find he must reimburse ICBC \$50 for its paid CRT fees. The net result is that each party owes the other \$62.50. As these amounts cancel each other out, I make no order for reimbursement of CRT fees. Neither party claimed dispute-related expenses.

ORDERS

- 61. I dismiss Mr. Nawa's claims in 6068 and 6073.
- 62. In 6071, I order ICBC to reinstate Mr. Nawa's income replacement benefits, retroactive to the date of suspension, within 30 days of this decision.
- 63. I dismiss Mr. Nawa's remaining claims in 6071.
- 64. Under section <u>57 and 58</u> of the CRTA, a validated copy of the CRT's order can be enforced through the <u>Supreme Court of British Columbia or the</u> Provincial Court of British Columbia <u>if it is under \$35,000</u>. Once filed, a CRT order has the same force and effect as an order of the <u>court that it is filed in.</u>¹

Alison Wake,	Tribunal	Member

¹ Paragraph 64 has been amended under section 64(b) of the CRTA to correct an inadvertent error.