



Civil Resolution Tribunal

Date Issued: June 20, 2024

Files: VI-2023-002406

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Akopyants v. ICBC*, 2024 BCCRT 576

B E T W E E N :

LISA AKOPOV AKOPYANTS

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Christopher C. Rivers

INTRODUCTION

1. This dispute is about the applicant's entitlement to benefits under Part 7 of the *Insurance (Vehicle) Regulation* (IVR). This dispute and VI-2022-007642 are linked disputes as they have the same applicant and are based off the same accident.

However, since they have different respondents and address different issues, I have issued separate decisions for each dispute.

2. The applicant, Lisa Akopov Akopyants, was involved in a motor vehicle accident on December 8, 2020 in Surrey, British Columbia. Ms. Akopyants was injured in the accident and asks the Civil Resolution Tribunal (CRT) to make a decision about her entitlement to medical and wage loss benefits. She claims \$450 in medical benefits and an unspecified amount for income replacement benefits.
3. The insurer, Insurance Corporation of British Columbia (ICBC), administers accident and medical benefits under Part 7 of the IVR. ICBC says it has funded all treatments recommended by Ms. Akopyants' doctors under her Part 7 accident benefits. It says Ms. Akopyants provided evidence for reimbursement of prescriptions but has not done so in time. It also says Ms. Akopyants has not proven entitlement to wage loss benefits.
4. The Ms. Akopyants is self-represented. ICBC is represented by an authorized employee.
5. For the reasons that follow, I dismiss Ms. Akopyants' claims.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over motor vehicle injury disputes, or "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.
7. Section 2 of the CRTA 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.

8. 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 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 an oral hearing is not necessary in the interests of justice.
9. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether the information would be admissible in court.

ISSUES

10. The issues in this dispute are whether Ms. Akopyants is entitled to Part 7 benefits, specifically:
 - a. \$450 in medical benefits, and
 - b. Wage loss benefits in the form of total temporary disability benefits (TTDs).

BACKGROUND

11. In a civil claim such as this, Ms. Akopyants, as applicant, bears the burden of proof on a balance of probabilities, meaning "more likely than not." While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
12. While it is not relevant to my decision, I will briefly describe the accident. On December 8, 2020, Ms. Akopyants was driving south on King George Blvd. in the right-hand lane. As she drove through a green light at the intersection with 98 Ave., another vehicle turned into her lane. Ms. Akopyants quickly changed into the left-hand lane, but the front right corner of Ms. Akopyants' vehicle struck the left side of the other vehicle.

Medical Benefits

13. Ms. Akopyants claims \$450 for medical expenses. She bases her claim on receipts totalling \$374.20 for prescription medications, \$75 for gas and transportation to her doctor and pharmacy, and \$0.80 to round up to an even number.
14. IVR section 88.01(1) requires a person to provide receipts to ICBC no later than 60 days from when they are incurred. Unless the person provides a reasonable excuse for their failure to comply, ICBC does not have an obligation to reimburse receipts provided after this time.
15. Here, Ms. Akopyants' prescription medication receipts are from 2020 and 2021. ICBC says in submissions that she did not provide the receipts to ICBC prior to this dispute. Since she created this dispute in March 2023, the receipts are now well past the 60-day window.
16. While Ms. Akopyants says she has records that prove she emailed the receipts to ICBC, she did not provide that proof. As noted above, Ms. Akopyants has the burden of proving her claim. So, I find she is not entitled to reimbursement of her prescription medication. It follows that she is not entitled to any transportation costs in respect of those medications. So, I dismiss her claim for medical expenses.

Wage Loss Benefits (TTDs)

17. Ms. Akopyants also claims wage loss benefits under Part 7, though she refers to them as income replacement benefits.
18. Income replacement benefits are part of the Enhanced Accident Benefits scheme implemented in 2021. *Insurance (Vehicle) Act* (IVA) section 114 limits Enhanced Accident Benefits to parties whose accident occurred on or after May 1, 2021. Since the accident occurred on December 8, 2020, Ms. Akopyants is not entitled to Enhanced Accident Benefits, including income replacement benefits. Instead, Ms. Akopyants may be entitled to wage loss benefits in the form of TTDs under IVR Part 7.

19. However, I find Ms. Akopyants has not proved she is entitled to TTDs. I explain below.
20. Section 80(1) of the IVR says that an employed person injured in an accident, who is totally disabled from engaging in employment, is eligible for wage loss benefits for the duration of the total disability, subject to section 85 of the IVR. Section 85 says that no wage loss benefits are payable under section 80 unless the person is disabled for a period of more than 7 days, and that benefits are not payable for the first 7 days of injury.
21. Ms. Akopyants did not provide any evidence of employment or income loss in this dispute. While she raised the issue of wage loss benefits in her application, she did not address it at all in her submissions.
22. The only evidence Ms. Akopyants provided about her income was in an insurance claim application submitted as evidence on VI-2022-007642, where she wrote her gross income was “\$43,000 (rounded).” The only evidence about her employment is from medical records in the same dispute. One medical record has a note that may indicate she worked for Amazon for a period, and another said she was worked in a “realtor business,” but there is no other information about when this employment occurred or what her role was.
23. The medical evidence on the other file does not prove that she was unable to work. It does not address the issue of any restrictions or limitations in any meaningful way.
24. So, since Ms. Akopyants provided no employment records, financial statements, or tax documents proving she suffered a monetary loss, and provided no medical evidence showing she was completely unable to work, I dismiss her claim for Part 7 TTDs.

FEES, EXPENSES, AND INTEREST

25. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. As ICBC

was successful, I find it is entitled to reimbursement of their paid CRT fees of \$25. I dismiss Ms. Akopyants' claim for CRT fees and dispute-related expenses.

ORDERS

26. Within 21 days of the date of this decision, I order Ms. Akopyants to pay ICBC a total of \$25 in CRT fees.
27. ICBC is also entitled to post-judgment interest under the *Court Order Interest Act*.
28. I order Ms. Akopyants' claims dismissed.
29. This is a validated decision and order. Under section 57 and 58 of the CRTA, a validated copy of the CRT's order can be enforced through the Supreme Court of British Columbia or the Provincial Court of British Columbia if it is under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Christopher C. Rivers, Tribunal Member