



Civil Resolution Tribunal

Date Issued: July 24, 2025

File: AB-2025-001944

Type: Accident Claims

Category: Accident Benefits

Civil Resolution Tribunal

Indexed as: *Hakemi v. ICBC*, 2025 BCCRT 1035

BETWEEN:

MATIN HAKEMI

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. On November 22, 2021, Matin Hakemi was injured in a motor vehicle accident. He claims health care and rehabilitation benefits, permanent impairment compensation,

and income replacement benefits from the respondent insurer, Insurance Corporation of British Columbia. Mr. Hakemi represents himself.

2. ICBC says it funded all the health care and rehabilitation appointments Mr. Hakemi attended and has not declined any requested treatment. It says Mr. Hakemi has not provided a further treatment plan. ICBC also says Mr. Hakemi has not shown he is entitled to permanent impairment compensation or income replacement benefits. An authorized employee represents ICBC.
3. For the reasons below, I dismiss Mr. Hakemi's claims.

JURISDICTION AND PROCEDURE

4. The Civil Resolution Tribunal (CRT) has jurisdiction over accident claims brought under the *Civil Resolution Tribunal Act* (CRTA). CRTA section 133(1)(a) gives the CRT jurisdiction over the determination of entitlement to accident benefits. These are the CRT's formal written reasons.
5. 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. CRTA section 39 says that the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Considering the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find I am able to hear this dispute through written submissions.
7. CRTA section 42 says that the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

Conduct

8. Mr. Hakemi made submissions about ICBC's conduct in handling his claims. He says ICBC caused him anxiety, and prolonged his physical and emotional suffering. Previous CRT decisions have held that the CRT's accident benefits jurisdiction is narrow and allegations about ICBC's conduct are outside its scope. For example, see *Oloumi v. ICBC*, 2022 BCCRT 1342. While not binding on me, I agree with this analysis and adopt it here.
9. Mr. Hakemi also made extensive submissions about ICBC's handling of his medical care and supervision of his medical providers. Specifically, he says ICBC did not take responsibility for his treatment by assessing his injuries, investigating alternative treatments, or sending him to specialists.
10. ICBC is an insurer, not a medical provider. If Mr. Hakemi wanted to pursue alternate medical treatment, he has the responsibility to raise his suggestions or ideas with his medical providers, and then work with them to prepare and present a treatment plan to ICBC. So, I do not further address Mr. Hakemi's arguments about what he says should have been ICBC's responsibility.

Interest for Vehicle Damage

11. Mr. Hakemi alleges ICBC delayed compensating him for damage to his vehicle. He claims interest for the delay. He says ICBC acted in bad faith.
12. In support, Mr. Hakemi referenced a non-existent statutes and case. Specifically, he cited *Court Order Interest Act* section 1, which he says entitles him to pre-judgment interest on the cash value of a vehicle from the date of the accident to the date of payment. He also "cited" a CRT decision he said supports his claim that interest is payable for a delay in compensation. However, the *Court Order Interest Act* does not have this provision, and the CRT case Mr. Hakemi cited does not exist. I infer these are hallucinations created by artificial intelligence.

13. Mr. Hakemi brought this dispute as an accident benefits claim under CRTA section 133. Under this section, I can only consider claims for accident benefits, not a claim about insurance under *Insurance (Vehicle) Act* (IVA) Part 11. As I note above, the CRT's accident benefits jurisdiction is narrow, and disputes only address entitlement to accident benefits. Compensation for a vehicle, including for interest, is an insurance claim, not an accident benefit.
14. So, I refuse to resolve Mr. Hakemi's claim for interest under CRTA section 11(1)(a)(i). The CRT has jurisdiction over small claims, including breach of contract disputes, under CRTA section 118. However, this would be a separate dispute.

Tort Claims

15. In his Dispute Notice, Mr. Hakemi claims \$50,000 for health care and rehabilitation benefits, \$50,000 for permanent impairment compensation, and \$450,000 for income replacement benefits. He reduced his claim for income replacement benefits to \$50,000 in submissions.
16. I find that these claims are generally claims for tort damages related to bodily injuries from the accident. While, for example, Mr. Hakemi may be entitled to permanent compensation impairment or income replacement benefits, the amounts he seeks are consistent with tort claims, not benefit claims. IVA section 115 prohibits tort claims for accidents that occurred after May 1, 2021, such as this one. Instead, IVA section 114 says insureds are entitled to enhanced accident benefits under Part 10. While I have not considered the amounts he claimed, I still consider Mr. Hakemi's entitlement to those accident benefits below.

ISSUES

17. The issues in this dispute are:
 - a. Whether Mr. Hakemi is entitled to further health care and rehabilitation benefits.

- b. Whether Mr. Hakemi is entitled to permanent impairment compensation, and if so, to what extent.
- c. Whether Mr. Hakemi is entitled to income replacement benefits, and if so, how much.

BACKGROUND, EVIDENCE, AND ANALYSIS

- 18. As the applicant in this civil proceeding, Mr. Hakemi must prove his claims on a balance of probabilities. That means that the relevant evidence must show it is more likely than not that the claim is proven. While I have read both parties' submitted evidence and arguments, I only refer to those necessary to explain my decision.
- 19. On November 22, 2021, Mr. Hakemi was driving when his vehicle was involved in an accident. ICBC does not dispute that Mr. Hakemi was injured in the accident.

Is Mr. Hakemi entitled to further health care and rehabilitation benefits?

- 20. Mr. Hakemi claims health care and rehabilitation benefits. The Dispute Notice includes claims for physiotherapy, chiropractic treatments, occupational therapy, and counseling.
- 21. For the following reasons, I find that Mr. Hakemi is not entitled to further health care and rehabilitation benefits.
- 22. Entitlement to health care, rehabilitation and related benefits is set out in IVA Part 10, Division 4, and *Enhanced Accident Benefits Regulation* (EABR) Part 5. IVA section 123(1) says that an insured is entitled to the payment or reimbursement of reasonable expenses incurred for necessary health care and prescribed services respecting a bodily injury arising from an accident.
- 23. EABR section 19(3) says that an insured is not entitled to payment or reimbursement for health care services that are provided more than 12 weeks after the accident, unless the expense is incurred to either facilitate the insured's

recovery from their bodily injury, or to address a decline in their physical or mental function because of their bodily injury.

24. So, to be entitled to further therapy treatments, Mr. Hakemi must show that the treatments will either facilitate his recovery from his accident injuries, or will address a related decline in his mental or physical function.
25. General practitioner Dr. Michelle Lee's clinical records say that on November 24, 2021, Mr. Hakemi complained of neck pain and stiffness, and left wrist and hand weakness. Dr. Lee's medical report to ICBC assessed Mr. Hakemi as having mild bilateral whiplash, a left wrist sprain, and bilateral backache. Dr. Lee recommended physical therapy and to continue to monitor Mr. Hakemi's wrist and hand weakness.
26. On December 13, 2021, Mr. Hakemi told general practitioner Dr. Jamil Hirji that his main concern was his upper back and his left hand strength. Dr. Hirji assessed back pain, and referred him for a cervical spine x-ray, massage therapy, and an occupational therapy assessment.
27. On February 10, 2022, general practitioner Dr. Abhinav Sharma noted that Mr. Hakemi's back pain remained, and prescribed 3 months of massage therapy and occupational therapy.
28. Physiotherapist Julia Dahlby's March 21, 2022 treatment plan reported that Mr. Hakemi had decreasing functionality in his back. Chantelle Cavazzon's March 24, 2022 occupational therapy report said that Mr. Hakemi would benefit significantly from attending physiotherapy, kinesiology, and massage therapy. The report also recommended an ergonomic assessment and 25 hours of occupational therapy.
29. Mr. Hakemi attended occupational therapy, massage therapy, and physiotherapy between November 2021 and August 2022. ICBC approved further massage therapy sessions, physiotherapy sessions, and occupational therapy sessions between June and July, 2022. Mr. Hakemi says he had an ergonomic assessment, and that ICBC funded some equipment.

30. On August 10, 2022, Dr. Sharma's clinical records say Mr. Hakemi complained of left flank pain, but it had resolved on its own prior to the appointment. Dr. Sharma advised him to follow up if the pain returned.
31. On January 17, 2023, Mr. Hakemi told general practitioner Dr. Gurjas Sandhu he had left knee pain since the accident. Dr. Sandhu noted Mr. Hakemi had a normal gait, and the leg did not show nerve or blood vessel damage. Dr. Sandhu recommended rest, ice, compression, elevation, physiotherapy, massage, and anti-inflammatory medication. However, Dr. Sandhu did not write a physiotherapy or massage referral.
32. Mr. Hakemi's next medical appointment related to the accident was over two years later, on April 2, 2025. He told general practitioner Dr. Sharan Riyat he had pain in his neck and shoulders daily and that his left knee was numb. Dr. Riyat recommended rest, ice, compression, elevation, anti-inflammatory medication, physiotherapy, heat, stretching, and massage therapy, but Mr. Hakemi declined these treatments. Dr. Riyat did not make a referral.
33. ICBC says it has not received any further recommendations for therapy from Mr. Hakemi's medical providers. It is not clear what further therapy Mr. Hakemi is requesting, although as I note above, he mentions occupational therapy, physiotherapy, chiropractic treatments, and counselling.
34. The evidence shows that Mr. Hakemi stopped attending the approved treatments and declined further therapy. He says that the treatments he received were inadequate to address his injuries, and he did not feel better after the treatments. He says he declined further physiotherapy as it did not result in any improvement. I find that ICBC approved the treatments that Mr. Hakemi's medical providers recommended, except kinesiology.
35. Given the above, I find that Mr. Hakemi has not proved that additional treatments will either facilitate his recovery from his accident injuries, or will address a related

decline in his mental or physical function. I dismiss his claim for further health care and rehabilitation benefits.

User fees

36. Mr. Hakemi provided receipts for 8 massage therapy sessions. Each receipt notes his ICBC file number in the details, indicating that ICBC was invoiced for the treatment.
37. EARB section 19(4) sets out the maximum amount ICBC is required to fund for each treatment, based on the treatment type. ICBC's calendar shows it paid for massage therapy on the same dates as 6 of the therapy sessions. As the remaining 2 receipts also note ICBC was billed for the treatment, and are for similar amounts, I find more likely than not it also paid for these sessions.
38. I find that Mr. Hakemi is not entitled to reimbursement for fees charged by his therapy provider above the legislated amount, and I dismiss this part of his claim.

Is Mr. Hakemi entitled to permanent impairment compensation?

39. Mr. Hakemi claims permanent impairment compensation for his left leg and for psychological trauma including anxiety, distress, and sleep disturbances.
40. Entitlement to permanent impairment compensation is determined under the IVA and the *Permanent Impairment Regulation* (PIR). IVA section 129(1) says that if an insured sustains a permanent impairment as a result of the accident, they are entitled to a lump sum payment for the permanent impairment. PIR section 10(1) says an impairment is "permanent" when, after 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. PIR section 10(2) says ICBC must not pay compensation until the impairment is permanent.
41. So, for Mr. Hakemi to prove that he is entitled to permanent impairment compensation, he must show that it is more likely than not that an impairment was caused by the accident, and that it is permanent.

42. As I note above, Mr. Hakemi reported transitory left leg pain on August 10, 2022. Then on January 17, 2023, he complained to Dr. Sandhu of left knee pain ongoing since the accident. His January 24, 2023 left knee ultrasound notes a suspicion of a small partial tear, a small joint effusion, a calcification of the medial collateral ligament, and a suggestion of IT band friction syndrome. However, there is no evidence, like a medical opinion, that the accident caused the issues noted on the ultrasound or Mr. Hakemi's left leg pain. Further, there is no evidence that Mr. Hakemi's left leg pain causes him impairment, is static or stabilized, or is unlikely to change significantly with therapy. As I note above, Mr. Hakemi has declined ongoing therapy.
43. I find Mr. Hakemi has not proved his left leg pain was caused by the accident, causes him an impairment, or is permanent.
44. Dr. Lee's November 24, 2021 clinical record noted a medical history of hypersomnia, and later medical records indicate both insomnia and hypersomnia. Dr. Lee did not diagnose a psychological condition. On August 10, 2022, Dr. Sharma discussed sleep counselling with Mr. Hakemi. However, there is no medical opinion that diagnoses a sleep-related psychological impairment.
45. Mr. Hakemi submits that he has chronic anxiety, a claim reflected in reports he has made to his care providers. Mr. Hakemi did not provide any medical evidence that his anxiety resulted from the accident, or details of any impairment arising from his anxiety.
46. I find that Mr. Hakemi has not proved he has a psychological impairment due to the accident.
47. As Mr. Hakemi has not proved his impairments are due to the accident or permanent, I dismiss his claim for permanent impairment compensation.

Is Mr. Hakemi entitled to income replacement benefits?

48. IVA Part 10, Division 6 provides income replacement benefits for people who are unable to work because of an accident. To be entitled to those benefits, IVA section 131 and *Income Replacement and Retirement Benefits and Benefits for Students and Minors Regulation* section 1(0.1) require Mr. Hakemi to prove he was fully or substantially unable to perform the essential duties of his employment because of his accident injuries.
49. For the following reasons, I find Mr. Hakemi has not proved that he was unable to perform the essential duties of his employment because of his accident injuries.
50. At the time of the accident, Mr. Hakemi was self-employed as a realtor. ICBC does not dispute that he was a full-time earner under IVA section 113. On November 17, 2023, Mr. Hakemi filed an accident benefits application. He reported a knee tendon tear, whiplash, a left wrist sprain, and backache. He said he anticipated being off work for 4 months.
51. Mr. Hakemi does not dispute he continued to work after the accident. Further, he does not identify any time he was off work. He says his income decreased due to his injuries. His income tax records show that his earnings declined after the accident.
52. However, Mr. Hakemi did not describe the essential duties of his employment, nor explain how his accident-related injuries prevented him from performing his duties as a realtor. The March 24, 2022 occupational therapy report says he reported increased stress with his job demands, and that he had modified his duties and his hours of work, but it does not identify any tasks he was unable to complete.
53. Mr. Hakemi says his income declined due to spending his workday finding treatments and dealing with ICBC. He says he spent hours looking for specialists and waiting for appointments, but did not provide any evidence in support. In any event, I find that in this case, his activities are not evidence of an inability to perform his essential employment duties due to his injuries.

54. Mr. Hakemi also says that not having a vehicle caused him to lose clients and “office functionality.” However, I find that loss of a vehicle is also not an accident-related injury.
55. To be entitled to income replacement benefits, Mr. Hakemi must show not only that his income decreased, but that he was unable to perform the essential duties of his employment because of his injuries. I find he has not done so.
56. So, I find he is not entitled to income replacement benefits, and I dismiss this claim.

FEES AND EXPENSES

57. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to the recovery of their CRT fees and dispute-related expenses. As Mr. Hakemi was not successful, I find that he is not entitled to reimbursement of his CRT fees. Since ICBC was successful, I find it is entitled to reimbursement of \$25 in paid CRT fees. Neither party claimed any dispute-related expenses.

ORDERS

58. I dismiss Mr. Hakemi’s claims.
59. Within 21 days of this decision’s date, I order Mr. Hakemi to pay ICBC \$25 as reimbursement for CRT fees.
60. This is a validated decision and order. Under CRTA section 57 and 58, 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 a court order.

Deanna Rivers, Tribunal Member

