



Civil Resolution Tribunal

Date Issued: March 7, 2024

File: VI-2023-005563

Type: Accident Claims

Category: Minor Injury Determination
and Liability & Damages

Civil Resolution Tribunal

Indexed as: *Sidhu v. BA Blacktop Ltd.*, 2024 BCCRT 238

B E T W E E N :

IQBAL SINGH SIDHU

APPLICANT

A N D :

B.A. BLACKTOP LTD. and DEAN PARSONS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Sherelle Goodwin, Vice Chair

INTRODUCTION

1. This is a final decision dismissing this dispute because it is both out of time and moot (meaning “of no legal consequence”).

2. The applicant, Iqbal Singh Sidhu, says they were injured in an April 12, 2021 motor vehicle accident. I infer the respondent Dean Parsons was driving the other vehicle in the accident, which was owned by the respondent B.A. Blacktop Ltd. The respondents acknowledge that the applicant is not responsible for the motor vehicle accident.
3. The Insurance Corporation of British Columbia (ICBC) insures all parties, although it is not a party in this dispute. An ICBC employee represents the respondents.
4. The applicant claims \$50,000 in personal injury damages, including for pain and suffering, past and future income loss, future care costs, and out-of-pocket expenses. The applicant also seeks a determination that their injuries are not “minor injuries” under the *Insurance (Vehicle) Act* (IVA). The applicant is self-represented.
5. The respondents dispute the applicant’s claimed damages and say their injuries are minor injuries under the IVA. The respondents also say the applicant’s claims are out of time under the *Limitation Act*.

JURISDICTION AND PROCEDURE

6. 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)(b) of the CRTA gives the CRT exclusive jurisdiction over the determination of whether an injury is a “minor injury” under the IVA. Section 133(1)(c) of the CRTA and section 7 of the *Accident Claims Regulation* (ACR) give the CRT jurisdiction over the determination of liability and damages claims, up to \$50,000.
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, so I find an oral hearing unnecessary.

9. 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.

ISSUES

10. The sole issues before me are whether the CRT should dismiss the applicant's claims because they are:
 - a. Out of time under the *Limitation Act*, or
 - b. Moot.
11. This is not a final decision on the underlying merits of this dispute.

EVIDENCE AND ANALYSIS

12. In making this decision I have reviewed the Dispute Notice, the Dispute Response, and the parties' submissions on these preliminary issues.

Limitation Act

13. Section 13 of the CRTA confirms that the *Limitation Act* applies to CRT claims. Section 6 of the *Limitation Act* says that the basic limitation period to file a claim is 2 years after the claim is "discovered". At the end of the 2-year limitation period, the right to bring a claim disappears.
14. Section 1 of the *Limitation Act* defines "claim" to mean a claim to remedy an injury, loss or damage that occurred as a result of an act or omission.
15. I find the applicant's claim for personal injury damages is clearly a "claim" under the *Limitation Act*, as it is meant to remedy the applicant's alleged injuries, income loss,

and out of pocket expenses. So, I find the 2-year limitation period applies to the applicant's damages claim.

16. Section 8 of the *Limitation Act* says a claim is "discovered" on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate way to remedy the damage.
17. It is undisputed, and I find, that the applicant discovered their damages claim on the April 12, 2021 accident date. This means the 2-year limitation period for the applicant's damages claim expired on April 12, 2023.
18. The respondents say the applicant's claims were out of time when they applied for dispute resolution on April 13, 2023. That is the application date identified on the Dispute Notice, generated by the CRT. However, the applicant argues that they applied for dispute resolution on April 9, 2023 and paid the required application fee on April 12, 2023, within the 2-year limitation period.
19. CRTA section 13.1 says the basic limitation period under the *Limitation Act* does not run after an applicant requests dispute resolution under CRTA section 4. Section 4(2) says a request for resolution must be made in the manner required under the CRT's rules, and with payment of any applicable fees.
20. The CRT's records confirm that the applicant emailed their completed dispute application form to the CRT on April 9, 2023. The applicant asked CRT staff to send them a link to paying the application fee online. CRT staff emailed that link to the applicant on April 12, 2023. CRT records show the applicant paid the application fee at approximately 9 pm on April 13, 2023.
21. Through CRT staff, I set out CRTA sections 4 and 13.1, and provided the parties with copies of the CRT's records described above. I asked the applicant to provide any further evidence they had about their fee payment and asked for both parties to provide any further submissions.

22. As noted by the respondent, the CRT's records show the applicant's fee was applied to a different dispute, VI-2023-004014. CRT staff advise that the applicant initially submitted a single application for their accident benefit claims (against ICBC) and their minor injury determination and damages claims (against Dean Parsons and B.A. Blacktop Ltd.). That was dispute VI-2023-004014. Only after the applicant paid their fee did CRT staff separate the applicant's claims into 2 disputes, creating this dispute against the vehicle driver and owner (VI-2023-005563) and leaving the applicant's claim against ICBC in dispute VI-2023-004014. The applicant was not charged any further fees in relation to this separate dispute. So, I find the applicable fees for this dispute are those the applicant paid for the initial dispute VI-2023-004014.
23. The applicant provided a screenshot of part of the CRT's April 12, 2023 email, asking for payment. The email indicates payment was due by May 3, 2023 or the CRT could refuse to hear, or dismiss, the applicant's claims. I infer the applicant argues that they had until May 3, 2023 to pay the application fee. I note that the applicant did not submit any evidence of paying the fee on April 12, 2023, as they initially argued.
24. I note the email did not refer to any limitation period, or otherwise note that the applicant's application was considered complete at that time. In any event, the courts have found that an applicant's error, or ignorance of the law does not postpone the running of limitation periods. As noted by the Supreme Court of Canada at paragraph 8 of *Novak v. Bond*, [1999] 1 SCR 808, almost all applications of limitations statutes will seem harsh, but they are necessary to uphold the important principles of finality and expeditious dispute resolution.
25. On balance, I find the applicant did not meet the CRTA section 4(2) requirements of applying for dispute resolution **and** paying the required fee within the 2-year limitation period, which expired on April 12, 2023. So, I dismiss the applicant's claim for personal injury damages as out of time.
26. I find the applicant's claim for a minor injury determination is a request for the CRT to make a decision, or a declaration. A declaration does not remedy an injury, loss, or damage, or order a person to do anything. Rather, a declaration pronounces a legal

state of affairs (see *Lower v. Investment Industry Regulatory Organization of Canada*, 2019 BCSC 2188, at paragraph 77). I find this is the case here.

27. I find the applicant's claim for a minor injury determination seeks a declaration, rather than seeking a monetary remedy or an order for someone to do or stop doing something. In other words, a determination that the applicant's injuries are, or are not, minor injuries, does not remedy the applicant's injury, loss or damage resulting from the car accident. So, I find the applicant's claim for a minor injury determination is not a "claim" under the LA and so the 2-year limitation period does not apply. However, that does not end the matter.

Mootness

28. A claim is "moot" when there is no longer a live controversy between the parties. The issue is no longer live when it becomes theoretical or academic. In other words, if deciding the issue would have no practical application to the parties. While the courts, and tribunals like the CRT, will generally dismiss a moot claim, the CRT has discretion to decide the dispute if doing so would have a practical impact and potentially help avoid future disputes (see *Binnersley v. BCSPCA*, 2016 BCCA 259).

29. I find that any determination as to whether the applicant's injuries are minor injuries is purely academic in nature if the applicant's damages claim is dismissed as out of time. This is because, under the *Minor Injury Regulation*, non-pecuniary (pain and suffering) damages for minor injuries are capped at a maximum amount. If the applicant no longer has a claim for damages, it does not matter whether the non-pecuniary damages are capped or not because the applicant will not recover any money for their injuries. In other words, it is a purely academic and theoretical question – it will have no practical effect.

30. As noted above, I dismiss the applicant's CRT claim for personal injury damages. There is no indication the applicant has filed a parallel action for personal injury damages at court. As the applicant has no surviving claim for personal injury damages, I find no practical use in deciding whether their injuries are minor under the

IVA. I find it would be contrary to the CRT's mandate to resolve a dispute that has no further practical application. So, I dismiss the applicant's minor injury determination claim as moot.

31. 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. As the applicant was not successful, they are not entitled to reimbursement of any paid CRT fees or expenses. As the respondents were successful, I find the applicant must reimburse them \$25 in CRT fees. The respondents claim no dispute-related expenses.

ORDERS

32. I dismiss the applicant's claims.
33. Within 30 days of the date of this decision, I order the applicant to pay the respondents \$25 as reimbursement of CRT fees.
34. The respondents are entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
35. This is a validated decision and order. Under sections 57 and 58 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court or the British Columbia Provincial Court if it is under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court in which it is filed.

Sherelle Goodwin, Vice Chair