



# Civil Resolution Tribunal

Date Issued: March 28, 2024

File: VI-2023-006218

Type: Accident Claims

Category: Minor Injury Determination  
and Liability & Damages

Civil Resolution Tribunal

Indexed as: *Khabra v. Sangha*, 2024 BCCRT 324

BETWEEN:

HARINDERJIT KHABRA

**APPLICANT**

AND:

TIRTH SINGH SANGHA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, 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, Harinderjit Khobra, says he was injured in a November 3, 2019 motor vehicle accident with the respondent, Tirth Singh Sangha. The Insurance Corporation of British Columbia (ICBC) insures all parties, but is not a party in this dispute. An authorized ICBC employee represents the respondent.
3. The applicant claims \$63,500 in personal injury damages, including \$50,000 for pain and suffering, \$5,000 for past income loss, and \$300 for out-of-pocket expenses. The applicant also asks the CRT to confirm ICBC's finding of fault for the accident, and for a determination that his accident injuries are not "minor injuries" under the *Insurance (Vehicle) Act* (IVA). The applicant is represented by a lawyer, Wayne Ryan.
4. The respondent agrees the applicant was not responsible for the accident, but disputes the applicant's claimed damages and says the applicant's injuries are minor injuries under the IVA. The respondent also says the applicant's claims are out of time under the *Limitation Act*.

## **JURISDICTION AND PROCEDURE**

5. These are the CRT's formal written reasons. 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)(b) of the CRTA gives the CRT 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* give the CRT jurisdiction over the determination of liability and damages in an accident claim, up to \$50,000.
6. 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.
7. Section 39 of the CRTA says that 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 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.

## **ISSUES**

9. The 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.
10. This decision does not address the merits of this dispute.

## **EVIDENCE AND ANALYSIS**

11. In making this decision I have reviewed the Dispute Notice, the Dispute Response, and the respondent's submissions on these issues. I note the applicant's lawyer did not provide any submissions or documentary evidence.

### ***Limitation Act***

12. 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.
13. 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.

14. 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.
15. 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.
16. The respondent says the applicant discovered his damages claim on the November 3, 2019 accident date. This means the 2-year limitation period expired by November 3, 2021, which is before the applicant filed his application for dispute resolution on December 18, 2023.
17. As noted, despite being given the opportunity to do so, the applicant's lawyer provided no submissions.
18. I agree with the respondent and find the applicant filed his claim for personal injury damages after the limitation period to do so had expired. So, I dismiss that claim.
19. I do not find the applicant's limitation period for his minor injury determination claim expired, as explained below.
20. 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.
21. 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 *Limitation Act* and so the 2-year limitation period does not apply. However, that does not end the matter.

### ***Mootness***

22. 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 *Binnarsley v. BCSPCA*, 2016 BCCA 259).
23. I find that any determination about 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 because the applicant will not recover any money for his injuries. In other words, it is a purely academic and theoretical question – it will have no practical effect.
24. As the applicant is no longer entitled to damages, I find no practical use in deciding whether his injuries are minor. 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.
25. Nothing in this decision prevents the applicant from seeking funding for injury treatment from ICBC directly. ICBC administers accident benefits under Part 7 of the *Insurance (Vehicle) Regulation* (IVR). For clarity, section 103 of the IVR sets out limitation periods for benefit entitlement claims which are different than the limitation periods for personal injury damages claims.

26. 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. The respondent was successful, so I find the applicant must reimburse them \$25 in CRT fees. No dispute-related expenses were claimed.

## **ORDERS**

27. Within 30 days of the date of this decision, I order the applicant to pay the respondent a total of \$25 as reimbursement of tribunal fees.
28. The respondent is also entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
29. I dismiss the applicant's claims.
30. This is 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 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.

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Andrea Ritchie, Vice Chair