



# Civil Resolution Tribunal

Date Issued: September 19, 2023

File: AR-2022-007317

Type: Accident Claims

Category: Accident Responsibility

Civil Resolution Tribunal

Indexed as: *Radev v. ICBC.*, 2023 BCCRT 791

B E T W E E N :

GRADIMIR HRISTOV RADEV

**APPLICANT**

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Simmi K. Sandhu, Chair

## INTRODUCTION

1. This dispute concerns responsibility for a motor vehicle accident that took place on June 2, 2022, at approximately 4:15 pm on the Upper Levels Highway at or near the

22<sup>nd</sup> street off ramp in West Vancouver. The applicant, Gradimir Hristov Radev, was the driver of one of two vehicles involved in the accident.

2. On June 4, 2022, the respondent insurer, Insurance Corporation of British Columbia (ICBC), issued a CL722 decision assigning Mr. Radev 100% responsibility for the accident. Mr. Radev says this is incorrect and he should have 0% responsibility.
3. Mr. Radev filed his Dispute Notice with the Civil Resolution Tribunal (CRT) on October 5, 2022.
4. Mr. Radev represents himself. ICBC is represented by an authorized employee.

## **JURISDICTION AND PROCEDURE**

5. These are the CRT's final reasons. The CRT has jurisdiction over accident claims brought under section 133 of the *Civil Resolution Tribunal Act* (CRTA). Section 133(1)(d) of the CRTA and Part 2 of the *Accident Claims Regulation* (ACR) give the CRT jurisdiction over accident responsibility determinations. However, a party may not make a request for dispute resolution about accident responsibility at the CRT more than 90 days after ICBC issues the CL722, which is a detailed assessment of responsibility (see section 9 of the ACR).
6. Section 39 of the CRTA gives the CRT discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In this case, I find it is not necessary in the interest of justice to conduct an oral hearing. Neither party has requested an oral hearing. Further, I find I can assess both the documentary and video evidence and written submissions before me, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes.

## **ISSUES**

7. The issues in this dispute are:

- a. Did Mr. Radev file accident responsibility claim within 90 days of the CL722 as required by section 9 of the ACR?
- b. If so, did ICBC act improperly or unreasonably in assigning responsibility for the accident, and
- b. If so, to what extent is Mr. Radev responsible for the accident?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

8. While I have reviewed all the parties' evidence and submissions, I will only refer to what is necessary to explain my decision.
9. It is undisputed that Mr. Radev and the other driver, who was driving a Volvo, were both travelling eastbound on the Upper Levels Highway. At this part of the highway, there are two lanes heading in each direction divided by a concrete barrier. Immediately prior to the collision, Mr. Radev was in the right lane and the other driver was in the left lane. The vehicles collided when Mr. Radev changed into the left lane in front of the Volvo.

### ***Did Mr. Radev file his accident responsibility claim within 90 days of the CL722?***

10. Section 9 of the ACR says a party may not make a request for dispute resolution to the CRT to resolve a claim regarding ICBC's determination of accident responsibility more than 90 days after the date of ICBC's CL722 letter, which sets out its detailed assessment about accident responsibility.
11. Here, the CL722 was issued on or about June 4, 2022. Mr. Radev filed his application for dispute resolution to the CRT on October 5, 2022, approximately 123 days after the CL-722 was issued. Therefore, Mr. Radev filed his application for dispute resolution contrary to section 9 of the ACR. There is no provision for extension of this mandatory deadline.

12. The CRT is unable to review the issues concerning section 10 of the ACR on accident responsibility which depends on the timely filing of the request for review.
13. As Mr. Radev filed his accident responsibility review to the CRT outside the legislated timeline and there is no authority to extend the date, I have no option but to dismiss this dispute on this basis.

## **FEES AND EXPENSES**

14. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recovery of their tribunal fees and reasonable dispute-related expenses. Mr. Radev was not successful, and so I find he is not entitled to reimbursement of his tribunal fees. As ICBC was the successful party, I order Mr. Radev to reimburse ICBC \$25 in paid tribunal fees.
15. Neither party claimed dispute-related expenses.

## **ORDERS**

16. I dismiss Mr. Radev's claims.
17. Within 30 days of this decision, I order Mr. Radev to pay ICBC \$25 as reimbursement of its tribunal fees.
18. 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.

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Simmi K. Sandhu, Chair