



Civil Resolution Tribunal

Date Issued: December 4, 2023

File: AR-2022-008197

Type: Accident Claims

Category: Accident Responsibility

Civil Resolution Tribunal

Indexed as: *Samra v. ICBC*, 2023 BCCRT 1054

B E T W E E N :

MANDEEP KAUR SAMRA

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. This dispute is about responsibility for a vehicle accident.
2. The applicant, Mandeep Kaur Samra, is the registered owner of a vehicle which a third party driver, SB, claimed hit their vehicle on February 20, 2022. The respondent

insurer, Insurance Corporation of British Columbia (ICBC), found Mrs. Samra was 100% responsible for the accident. Mrs. Samra denies that her vehicle was involved in the accident, and says that ICBC acted improperly or unreasonably in assigning responsibility to her.

3. ICBC says that it acted reasonably in assigning responsibility for the accident. However, it says it has since changed its responsibility determination and has now found Mrs. Samra was not responsible for the accident.
4. Mrs. Samra represents herself. ICBC is represented by an employee.

JURISDICTION AND PROCEDURE

5. 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)(d) of the CRTA and Part 2 of the *Accident Claims Regulation* (ACR) give the CRT jurisdiction over accident responsibility determinations.
6. Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
7. 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 find that I am properly able to assess and weigh the documentary evidence and submissions before me.
8. As noted, ICBC says in its submissions that it changed its responsibility assessment and has now found that Mrs. Samra's vehicle was 0% responsible for the accident. Because of this, I found it necessary to consider whether this dispute is moot, or no longer legally relevant. Through staff, I asked both parties to provide further submissions about whether Mrs. Samra's claims are moot. Both parties provided brief submissions, which I will discuss further below.

ISSUES

9. The first issue in this dispute is whether Mrs. Samra's claims are moot. If not, the remaining issues are:
 - a. Whether ICBC acted improperly or unreasonably in assigning responsibility for the accident, and
 - b. If so, to what extent, if any, is Mrs. Samra responsible for the accident?

ANALYSIS

Are Mrs. Samra's claims moot?

10. As noted, I find it is first necessary to consider whether Mrs. Samra's claims are moot, because ICBC undisputedly changed its responsibility assessment and no longer holds Mrs. Samra responsible for the accident with SB's vehicle.
11. A claim is considered moot when something happens after the start of a legal proceeding that removes any "present live controversy" between the parties. The CRT will generally dismiss a moot claim. However, the CRT has discretion to decide otherwise moot claims if doing so would have a practical impact and potentially avoid future disputes (see *Binnersley v. BCSPCA*, 2016 BCCA 259).
12. I find ICBC's modification of its responsibility assessment means that there is no longer any live controversy between the parties. This is because even if I find that ICBC acted improperly or unreasonably in assigning responsibility to Mrs. Samra, ICBC already reversed its responsibility decision and found she was not responsible, which is the same ultimate remedy Mrs. Samra sought in this dispute. So, I find there is no longer any practical significance in determining whether ICBC acted improperly or unreasonably, and whether Mrs. Samra was responsible for the accident.
13. Following *Binnersley*, I have considered whether deciding this claim anyway would have any practical impact or potentially avoid future claims. I find no practical reason to decide Mrs. Samra's claim anyway. ICBC says, and Mrs. Samra does not dispute,

that its change in the responsibility assessment means that there is no effect on Mrs. Samra's driver factor or insurance premiums. There is no suggestion that a decision about responsibility for this specific accident would prevent other similar disputes.

14. As noted, I invited both parties to provide submissions about whether the dispute is moot, and if so, whether it should be dismissed. Both parties submitted that the dispute should be dismissed. Neither party argued that there is any present live controversy between them, or that there is any practical reason to decide the dispute anyway.
15. Given my findings above and the parties' agreement, I find that Mrs. Samra's claim for an accident responsibility determination is moot, and so I dismiss it.

CRT FEES AND EXPENSES

16. 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. ICBC undisputedly did not change its assessment until Mrs. Samra had already started the CRT dispute. However, Mrs. Samra did not pay a fee to file the dispute. She only paid a \$50 tribunal decision fee, after the dispute had gone through the CRT's facilitation stage.
17. The CRT's Fee Refunds Policy says that the CRT may refund a tribunal decision fee if an applicant withdraws all claims before the tribunal decision plan (TDP) is finalized. The TDP for this dispute was finalized on October 11, 2023. Mrs. Samra advised CRT staff on October 3, 2023 that ICBC had changed its responsibility determination. CRT staff gave Mrs. Samra an opportunity to withdraw the dispute at that time, and she declined to do so. I find Mrs. Samra could have withdrawn her dispute and received a refund of her CRT fees, but she chose to continue with the dispute.
18. So, I dismiss Mrs. Samra's claim for \$50 in CRT fees as I find she chose to pursue her dispute and was unsuccessful. Ultimately, ICBC was the successful party, so I

find Mrs. Samra must reimburse it \$25 for its paid CRT fees. Neither party claimed dispute-related expenses.

ORDERS

19. Within 21 days of this decision, I order Mrs. Samra to pay ICBC \$25 as reimbursement for CRT fees.
20. ICBC is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
21. Mrs. Samra's claims are dismissed.
22. 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.

Alison Wake, Tribunal Member