



# Civil Resolution Tribunal

Date Issued: January 9, 2024

File: AR-2023-001316

Type: Accident Claims

Category: Accident Responsibility

Civil Resolution Tribunal

Indexed as: *Snelling v. ICBC*, 2024 BCCRT 18

BETWEEN:

GLEN SNELLING

**APPLICANT**

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about accident responsibility. The applicant, Glen Snelling, was in a motor vehicle accident with a third party, H, on December 19, 2022. Mr. Snelling says the respondent insurer, Insurance Corporation of British Columbia (ICBC), incorrectly

determined he was 100% responsible for the accident. He says he should be held 0% responsible instead.

2. ICBC says it reasonably investigated the accident and held Mr. Snelling solely responsible for the accident.
3. Mr. Snelling represents himself. ICBC is represented by an authorized employee.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. 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, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
6. 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.
7. 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.

## ***Evidence***

8. Initially I was unable to open 1 piece of ICBC's evidence, which was several photos of the accident scene. At my request, CRT staff asked ICBC to resubmit the evidence, which I was able to view. Mr. Snelling was also provided with a copy of the evidence, and he provided further comments on it.

## **ISSUES**

9. The issues in this dispute are:
  - a. Whether ICBC acted improperly or unreasonably in assigning responsibility for the accident, and
  - b. If so, to what extent, if any, is Mr. Snelling responsible for the accident?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the applicant Mr. Snelling must prove his claims on a balance of probabilities, meaning "more likely than not". Under the ACR, to succeed in his claim against ICBC, Mr. Snelling must first prove that ICBC acted improperly or unreasonably in assigning responsibility for the accident to him. Second, he must prove he is less responsible for the accident than ICBC assessed.
11. Further to section 10 of the ACR, both parts of the test described above must be proven. This means that even if Mr. Snelling can prove he is less responsible for the accident than ICBC assessed, he will not be successful if he cannot prove ICBC acted improperly or unreasonably. While I have read all of the parties' evidence and submissions, I have only addressed the evidence and arguments to the extent necessary to explain my decision.

## ***The Accident***

12. On December 19, 2022, Mr. Snelling was traveling southbound on 190 Street, approaching the intersection with 28 Avenue in Surrey, British Columbia. At the same

time, H was traveling westbound on 28 Avenue through the intersection with 190 Street.

13. Road conditions were undisputedly poor, with areas of compact snow and ice on both 190 Street and 28 Avenue. Normally, southbound traffic on 190 Street faces a stop sign at 28 Avenue, but it was missing the day of the accident. There is also a large black fence on the northwest corner of the intersection, which both parties admit blocks southbound and westbound traffic's view of each other.
14. Mr. Snelling says he approached the intersection with caution but, due to the fence, did not see H's transport truck until it was through the intersection. Mr. Snelling's vehicle struck the right rear tire well of the transport truck.
15. ICBC held Mr. Snelling 100% responsible for the accident based on section 175 of the *Motor Vehicle Act* (MVA), which says that a driver entering a through highway from a stop sign must yield the right of way to traffic on the through highway that has either already entered the intersection or is so close to the intersection that it constitutes an immediate hazard. As noted, Mr. Snelling says he did nothing wrong, and should not be held responsible for the accident at all.

***Did ICBC act improperly or unreasonably in assigning responsibility for the accident?***

16. As noted above, section 10(a) of the ACR says that to succeed in his claim, Mr. Snelling must prove that ICBC acted improperly or unreasonably in finding him 100% responsible for the accident.
17. Mr. Snelling argues ICBC improperly decided responsibility for the accident without first consulting the police who attended the scene and without considering the stop sign had been removed, the fence was blocking his view of traffic, and the road conditions at the time.

### ***Police report***

18. First, Mr. Snelling's argument that ICBC made its decision without first consulting the attending police officer. It is undisputed ICBC made its initial responsibility determination before Mr. Snelling provided a copy of the police report. However, the evidence shows that once Mr. Snelling provided the report, ICBC reviewed and considered it, though the report did not change ICBC's responsibility decision. I find ICBC reasonably considered the police report.

### ***Stop sign, fence, and road conditions***

19. I turn to Mr. Snelling's argument that ICBC failed to consider the relevant conditions when the accident happened.

20. ICBC agrees that the stop sign was removed by no fault of Mr. Snelling, and that road conditions were poor and there was restricted visibility. In its January 30, 2023 CL722 (a detailed responsibility letter), ICBC explained that although the stop sign was missing, there was still a duty on Mr. Snelling upon reaching the intersection that appeared to be uncontrolled (that is, with no traffic control devices), to ensure the intersection was clear of any immediate hazards. I agree with ICBC.

21. Although Mr. Snelling argues it is not his fault that he could not see the transport truck because of the tall black fence blocking his view, it is actually this restricted visibility that should have alerted Mr. Snelling to the risk of traffic already in the intersection that he was unable to see. While I agree Mr. Snelling is not responsible for failing to stop at a stop sign that was not present, I find he had an obligation to enter the uncontrolled intersection with caution, given the poor road conditions and admittedly poor visibility.

22. It is undisputed H's transport truck had already entered the intersection before Mr. Snelling did, and Mr. Snelling struck the truck's right rear wheel well. I find a prudent driver would have approached the uncontrolled intersection with greater caution and would have slowed to see if there was traffic already in the intersection, especially

given the poor road conditions. I find ICBC reasonably determined Mr. Snelling did not.

23. Given all the above, despite Mr. Snelling's assertions, I find ICBC reasonably considered the stop sign's absence, the limited visibility, and the road conditions when assessing responsibility for the accident.
24. On balance, I find Mr. Snelling has not proven ICBC acted improperly or unreasonably in investigating the accident and assigning responsibility. So, I do not need to consider whether Mr. Snelling should be held less responsible for the accident, which is part 2 of the test, set out in section 10(b) of the ACR. I dismiss Mr. Snelling's claim.

## **FEES AND EXPENSES**

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

## **ORDERS**

26. Within 21 days of the date of this decision, I order Mr. Snelling to pay ICBC a total of \$25 as reimbursement for CRT fees.
27. ICBC is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
28. Mr. Snelling's claims are dismissed.

29. 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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Andrea Ritchie, Vice Chair