



Civil Resolution Tribunal

Date Issued: February 23, 2024

File: AR-2023-000985

Type: Accident Claims

Category: Accident Responsibility

Civil Resolution Tribunal

Indexed as: *Sichon v. ICBC*, 2024 BCCRT 176

B E T W E E N :

MARY ARLENE SICHON

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about accident responsibility.
2. Mary Arlene Sichon is the registered owner of a 2007 Lexus vehicle. A third-party, C, claimed that Ms. Sichon's vehicle door hit their 2013 Porsche on October 9, 2022.

Ms. Sichon denies that an accident occurred at all. She says her insurer, Insurance Corporation of British Columbia (ICBC), improperly and unreasonably decided there had been an accident and that she was responsible.

3. ICBC initially argued that it properly and reasonably determined that an accident occurred, and that Ms. Sichon was 100% responsible. However, after this dispute was assigned to me for a decision, ICBC changed its responsibility determination and has now found Ms. Sichon was 0% responsible for the alleged accident.
4. Ms. Sichon is represented by a friend, MC, who is not a lawyer. ICBC is represented by an authorized 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. 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. In some respects, both parties of this dispute question the credibility, or truthfulness, of the other. I note the decision *Yas v. Pope*, 2018 BCSC 282, in which the court recognized that oral hearings are not necessarily required where credibility is in issue. In the circumstances of this dispute, I am properly able to assess and weigh the evidence and submissions before me and make the necessary credibility findings. There is no other compelling reason for an oral hearing, especially

considering the CRT's mandate to provide proportional and speedy dispute resolution. I therefore decided to hear this dispute through written submissions.

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 a court of law. The CRT may also ask questions of the parties and inform itself in any other way it considers appropriate.
9. The parties' evidence in this dispute shows that C reported to ICBC that an occupant in Ms. Sichon's vehicle opened her rear door and hit C's vehicle while both vehicles were parked. ICBC argued that Ms. Sichon was responsible for the alleged accident because her vehicle damaged C's vehicle. However, neither party addressed whether it was proper or reasonable for ICBC to hold a vehicle owner responsible for their passenger's actions. So, through CRT staff, I asked the parties to provide further submissions on this issue.
10. In response to my question, ICBC provided a February 20, 2024, letter to Ms. Sichon, which stated that ICBC was changing her responsibility for the alleged accident from 100% to 0%. The letter also stated that the claim would be removed from Ms. Sichon's policy and license as a chargeable claim. Given this letter, I found it necessary to consider whether this dispute is moot, or no longer legally relevant. Through CRT staff, I asked both parties to provide further submissions about whether Ms. Sichon's claims are moot. The parties provided brief submissions, which I discuss further below.

ISSUES

11. The first issue in this dispute is whether Ms. Sichon's claims are moot. If not, the remaining issues are:
 - a. Did ICBC act improperly or unreasonably in assigning responsibility for the alleged accident?
 - b. If so, to what extent, if any, is Ms. Sichon responsible for the alleged accident?

ANALYSIS

Are Ms. Sichon's claims moot?

12. As noted, ICBC changed its responsibility assignment for the alleged accident and no longer holds Ms. Sichon responsible. So, I find it is necessary to consider whether Ms. Sichon's claims are moot.
13. 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 *Binnorsley v. BCSPCA*, 2016 BCCA 259).
14. Given ICBC reversed its responsibility assessment and no longer holds Ms. Sichon responsible for the accident, I find there is no longer any live controversy between the parties. This is because even if I accept Ms. Sichon's arguments that ICBC acted improperly or unreasonably in assigning her full responsibility, ICBC has already changed its responsibility decision and found she was not responsible. This is the same remedy that Ms. Sichon sought in this dispute. So, I find there is no longer any practical significance in determining whether ICBC acted improperly or unreasonably and whether Ms. Sichon was less than 100% responsible.
15. Following *Binnorsley*, I considered whether there is any practical reason to decide this claim anyway to potentially avoid future disputes. I find there is none. ICBC's February 20, 2024, letter confirms that the alleged accident will not impact Ms. Sichon's license or insurance premiums. There is also no suggestion that deciding this dispute will prevent similar disputes.
16. As noted, the parties provided submissions about whether this dispute is now moot. Both parties agree this dispute is moot and should be dismissed. Neither party says there is any practical reason to decide the dispute anyway.

17. 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. However, both parties say they have come to an agreement about responsibility for CRT fees and dispute-related expenses. In other words, they say there is no live controversy between them about fees and expenses, and that this issue is also moot.

18. Given my findings and the parties' agreement, I find that Ms. Sichon's claim for an accident responsibility determination is moot. I also find the parties' respective claims for reimbursement of CRT fees and dispute-related expenses are moot. Therefore, I dismiss all of the parties' claims.

ORDER

19. I dismiss Ms. Sichon's claims, ICBC's claim for CRT fees and dispute-related expenses, and this dispute.

Kristin Gardner, Tribunal Member