



# Civil Resolution Tribunal

Date Issued: February 14, 2019

File: SC-2018-003976

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Shoolestani v. The Insurance Corporation of British Columbia*,  
2019 BCCRT 184

B E T W E E N :

Amir Farhang Shoolestani

**APPLICANT**

A N D :

The Insurance Corporation of British Columbia

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Volk

### INTRODUCTION

1. This dispute relates to debt arising from unpaid insurance premiums on a leased vehicle. The applicant, Amir Farhang Shoolestani, insured a leased vehicle with the respondent, The Insurance Corporation of British Columbia. The applicant asks for orders cancelling the insurance as of November 14, 2017, reversing all charges on

his account (\$2,227.31), and requiring the respondent to clear any related debt with the credit bureau. The applicant also asks for \$5,000 in punitive damages against the respondent.

2. The applicant represents himself. An employee represents the respondent.

## **JURISDICTION AND PROCEDURE**

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act*. The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal 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.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
5. The tribunal 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.
6. Under tribunal rule 126, in resolving this dispute the tribunal may order a party to do or stop doing something or to pay money and may order any other terms or conditions the tribunal considers appropriate.
7. The tribunal's monetary limit in small claims disputes is currently \$5,000. Because of this the applicant's combined claims must be \$5,000 or less. By going ahead with this tribunal dispute, the applicant abandoned his claims over \$5,000.

## **ISSUES**

8. The issues in this dispute are to what extent, if any:
  - a. the applicant must pay for the policy of insurance after requesting cancellation of the policy, and
  - b. the respondent owes the applicant compensation for losses and damages.

## **EVIDENCE AND ANALYSIS**

9. The applicant bears the burden of proof on a balance of probabilities. I have reviewed all submissions and evidence provided. I refer only to the relevant evidence and submissions necessary to give context to my decision.
10. The parties agree that the applicant insured a leased vehicle with the respondent on August 26, 2017. To pay for insurance, the applicant entered into a payment plan agreement with the respondent.
11. I find that on November 14, 2017 the lessor, Nissan Canada Inc., took possession of the vehicle. Given that the vehicle was seized from the applicant, I infer that the lessor repossessed the vehicle because of a default in performance of a term of the lease. In reaching these conclusions, I place significant weight on the fact that a tow truck removed the vehicle from the applicant's secured parkade.
12. I also place weight on statements the applicant made following the seizure. Immediately after the seizure, the applicant contacted the tow truck company and the lessor and requested that he be allowed to obtain his personal belongings from the vehicle. If the vehicle was not in the lessor's possession or control, such a request would be unnecessary. Further, the applicant informed the respondent on November 14, 2017 that the lessor had taken back the leased vehicle. In addition, in January 2018 the lessor transferred ownership of the vehicle to someone else and in April 2018 the lessor returned the license plates to the respondent. I reject the applicant's submission to the effect the vehicle was stolen.

13. The parties agree that on November 14, 2017, the applicant asked to cancel the vehicle's insurance. The applicant also filed a notice of total loss for the vehicle. The respondent denied the cancellation request saying the lessor must first give back the vehicle plates and sign a cancellation authorization form in accordance with section 2.H of the basic insurance tariff.

14. Section 2.H.1 says, in part:

#### 2.H.1 Refunds on Cancellations

Subject to section 15.4 of the IVR and sections 2.H.2, 2.H.3, 2.I, 2.M, and Schedule Q of this Basic Insurance Tariff, and to all the terms and conditions of any owner's certificate or additional product certificate, ICBC shall, on

- a. surrender and cancellation of an owner's certificate or an additional product certificate,
- b. surrender of the corresponding vehicle licence and number plates, if applicable, or execution of a lost plate declaration, and
- c. application in the appropriate form by the person named on the owner's certificate or additional product certificate,

refund the applicant

15. The applicant says that the lessor, and not the applicant, is liable for all premiums or premium-related debt after the applicant requested cancellation. As well, the applicant says that the respondent's failure to cancel the insurance has resulted in other damages. The respondent says that it cannot cancel the policy without the registered owner's consent, which is the lessor. And, the respondent says that the applicant and not the lessor is liable for the insurance for the vehicle.

16. I need not decide whether the respondent should have accepted the applicant's request to cancel the insurance policy. I say this because the cancellation would not release him from liability for the premiums, as the applicant and respondent were

parties to a payment plan. In effect, the applicant borrowed the full amount of the insurance for the term of the policy from the respondent and he was liable to repay that loan to the respondent monthly under a second, separate contract. The applicant needed to meet the tariff conditions for a refund in order to be relieved of his repayment requirements. It is undisputed that he did not do so.

17. While the applicant says the owner and lessor of the vehicle is liable for the premiums, I find that section 15.73 of the *Insurance (Vehicle) Regulation* makes the applicant and the lessor jointly and severally liable to the respondent to pay for premium or premium related debt. As such, the respondent is entitled to ask the applicant to pay the premium debt even if the owner and lessor is responsible for the debt. I note the lessor is not a party to this dispute.
18. The applicant also says the insurance policy cancellation dispute affected his credit rating. Given my findings above, I dismiss this claim. In any event, no evidence was provided to substantiate the claim. And, the payment plan terms allowed the respondent to provide the applicant's credit information to any credit bureau or reporting agency per the *Business Practices and Consumer Protection Act*.
19. The applicant did not claim for other losses or damages but referred to alleged losses and damages through his submissions. No evidence was provided about any alleged losses except a form showing a disability payment. Given my findings above, I dismiss this claim. In any event, the disability payment does not establish any loss caused by the respondent.
20. The applicant made serious allegations through his submissions of bribery, abuse of process, untruthfulness, perjury, malice, fraud, extortion, and oppression. The applicant gave no evidence to support his allegations. I find that the evidence does not show any improper conduct on the part of the respondent. There is no conduct shown that would call for an award of punitive damages. I dismiss this claim.
21. As the applicant was unsuccessful, under the Act and tribunal rules I also dismiss the claim for reimbursement of tribunal fees.

## **ORDER**

22. I find the applicant's claims, and therefore this dispute, must be dismissed.

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Megan Volk, Tribunal Member