



Civil Resolution Tribunal

Date Issued: March 27, 2019

File: SC-2018-006754

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Strange v. CANADIAN NORTHERN SHIELD INSURANCE COMPANY LE BOUCLIER DU NORD CANADIEN, COMPAGNIE D'ASSURANCE*, 2019 BCCRT 384

B E T W E E N :

Patrick Strange

APPLICANT

A N D :

CANADIAN NORTHERN SHIELD INSURANCE COMPANY LE
BOUCLIER DU NORD CANADIEN, COMPAGNIE D'ASSURANCE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell

INTRODUCTION

1. This dispute is about a denied insurance claim.

2. The applicant, Patrick Strange, had a home insurance policy with the respondent, CANADIAN NORTHERN SHIELD INSURANCE COMPANY LE BOUCLIER DU NORD CANADIEN, COMPAGNIE D'ASSURANCE. The applicant's home flooded in May 2018, and became uninhabitable. He stayed in his travel trailer, and claimed the campground fees on his insurance. The respondent denied the claim. In this dispute the applicant seeks payment of \$1,481.03 for accommodation costs.
3. The respondent says the applicant's campground stay was a pre-planned vacation, and therefore not covered under the insurance policy (Policy).
4. The applicant is self-represented. The respondent is represented by an employee.

JURISDICTION AND PROCEDURE

5. 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* (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.
6. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. In the circumstances here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, the BC Supreme Court recognized the tribunal's process and found that oral hearings are not necessarily required where credibility is in issue.

7. 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. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
8. Under tribunal rule 126, in resolving this dispute the tribunal may: order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

ISSUE

9. The issue in this dispute is whether the respondent must reimburse the applicant \$1,481.03 for accommodation expenses, under the terms of his home insurance policy.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant bears the burden of proof, on a balance of probabilities. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. The parties agree the applicant's townhouse flooded due to a ruptured pipe on May 11, 2018, making it uninhabitable. The applicant says, and the respondent does not dispute, that he reported the flood to the respondent and to his strata council, and within hours a restoration company had begun work.
12. The applicant says he and his family moved into their travel trailer, but could not find a space in a local campground, so they stayed in the trailer at its storage location for 2 days. After that, they left with the trailer on a trip to the US, returning on May 29, 2018.
13. The applicant says that under the terms of the Policy, he is entitled to reimbursement of \$1,481.03 for accommodations during the US trip. He says the respondent provided no direction about what kind of accommodation was

acceptable, and the Policy does not limit what types of temporary accommodation are covered.

14. The respondent says the Policy only covers a necessary increase in living expenses, and as the US campground stay had been pre-booked before the flood, as a vacation, it was not a “necessary increase”.
15. A June 18, 2018 email from the insurance adjuster to the applicant says the insurer would cover campground expenses for the period after the applicant returned to Canada, but the insurer did not pay for vacation time when people had pre-planned time away.
16. I find that under the specific terms of the Policy, the applicant is not entitled to payment for campground fees while visiting the US.

Page 7 of the Policy sets out the terms of coverage for “Loss of Use of Your Unit”. Under “Additional Living Expenses”, it says that if the insured residence is uninhabitable due to damage from an insured peril (which the parties agree is the case here), “we insure any necessary increase in living expenses, including moving expenses, incurred by you so that your household can maintain its normal standard of living”.

17. The respondent says, and the applicant agrees, that the US trip was planned and booked before the flood. In his submissions, the applicant wrote, “We were to leave on that Friday for a road trip with our travel trailer”. For that reason, I find it was not an “additional living expense” or an “increase” in living expenses, as the applicant would have paid the same amount in US campground fees regardless of whether or not the flood occurred.
18. The applicant says he considered cancelling the US trip, but decided to proceed with it when he found he could not find any campground space in his local region. However, this does not mean the US trip was an increase in living expenses. As previously stated, he paid the same amount for US campgrounds as he would have if there were no flood.

19. Also, I would not order payment of the claimed \$1,481.03 in any event, as the applicant did not provide any receipts or invoices to confirm these costs, despite instructions from tribunal staff to provide all relevant evidence.
20. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. As the applicant was not successful in this dispute, I order no reimbursement.

ORDER

21. I dismiss the applicant's claim and this dispute.

Kate Campbell, Tribunal Member