



Civil Resolution Tribunal

Date Issued: July 8, 2020

File: SC-2019-011103

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Pilote v. ICBC*, 2020 BCCRT 757

BETWEEN:

MARC PILOTE

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA and SEAN
DONAVAN CROMIE

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This is a summary decision about whether the Civil Resolution Tribunal (CRT) should refuse to resolve this dispute under section 10(1) of the *Civil Resolution Tribunal Act* (CRTA) for being outside the CRT's jurisdiction.

2. The applicant, Marc Pilote, says he was improperly assessed fault for an October 22, 2019 accident involving the respondent, Sean Donovan Cromie. The respondent insurer, Insurance Corporation of British Columbia (ICBC), insures both Mr. Pilote and Mr. Cromie. After investigating the incident, ICBC held Mr. Pilote 100% at fault.
3. Mr. Pilote disputes ICBC's liability finding and claimed \$3,000 for "liability dispute and fees involved". The \$3,000 monetary claim appears to have later been removed. Mr. Cromie and ICBC say ICBC properly assessed fault against Mr. Pilote.
4. Mr. Pilote is self-represented. The respondents are represented by an ICBC adjuster.

JURISDICTION AND PROCEDURE

5. These are the CRT's formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the CRTA. The CRT'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 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.
7. 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 witnesses and inform itself in any other way it considers appropriate.

8. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers is not within the CRT's jurisdiction. A dispute that involves one or more issues that are within the CRT's jurisdiction and one or more that are outside its jurisdiction may be amended to remove those issues that are outside its jurisdiction.
9. In resolving this dispute, the CRT may make one or more of the following orders, where permitted by section 118 of the CRTA:
 - a. Order a party to do or stop doing something;
 - b. Order a party to pay money;
 - c. Order any other terms or conditions the tribunal considers appropriate.

ISSUE

10. The issue in this decision is whether the CRT should refuse to resolve this dispute under section 10(1) of the CRTA.

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, the applicant Mr. Pilote bears the burden of proof on a balance of probabilities. 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.
12. As noted above, this dispute is about a motor vehicle accident that occurred on October 22, 2019. Mr. Pilote says he was rear-ended by Mr. Cromie, while Mr. Cromie says Mr. Pilote unsafely changed lanes in front of him, causing the accident. ICBC found Mr. Pilote 100% responsible for the accident for changing lanes when it was unsafe to do so, contrary to section 151 of the *Motor Vehicle Act*.
13. Now, Mr. Pilote wants the CRT to change ICBC's liability determination. Although Mr. Pilote initially claimed \$3,000 in this dispute, he said this was for "liability dispute and fees involved", which I infer meant fees he paid to the CRT. Mr. Pilote's bodily

injury claim has already been settled with ICBC. Mr. Pilote made no submissions about monetary compensation and, as noted above, this claim appears to have been reduced to \$0 at some point after the Dispute Notice was issued. So, in essence, Mr. Pilote is only asking the CRT to order ICBC to change its liability assessment.

14. Ordering someone to do something, or to stop doing something, is known as “injunctive relief”. This includes an order requiring ICBC to revise its internal fault assessment. Injunctive relief is outside the CRT’s small claims jurisdiction, except where permitted by section 118 of the CRTA. There are no relevant CRTA provisions here that would permit me to grant the injunctive relief sought by Mr. Pilote.
15. Under section 118, for small claims matters, the CRT has jurisdiction over claims for debt or damages, recovery of personal property, specific performance of an agreement relating to personal property or services, and relief from opposing claims to personal property. The CRT does not have jurisdiction to order a declaration that Mr. Pilote was not responsible for the October 22, 2019 accident (see: *Evans v. Campbell*, 1993 CanLII 2600 (BCCA) at paragraph 5).
16. Given there is no substantive compensation claim, I find the nature of Mr. Pilote’s claim is strictly for declaratory relief or injunctive relief, which the CRT has no jurisdiction to grant. Therefore, I find the CRT does not have jurisdiction to resolve the dispute.
17. The parties’ submissions focused on who was responsible for the accident. As I have found the CRT does not have jurisdiction to resolve the dispute, it is unnecessary for me to determine who was at fault for the accident.

ORDER

18. Under section 10(1) of the CRTA, I refuse to resolve this dispute.

Andrea Ritchie, Vice Chair