



Civil Resolution Tribunal

Date Issued: November 5, 2020

File: SC-2020-004479

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Christianson v. ICBC*, 2020 BCCRT 1251

B E T W E E N :

WILSON CHRISTIANSON

APPLICANT

A N D :

INSURANCE CORPORATION OF BRITISH COLUMBIA and NORA
STEERS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. This small claims dispute is about a motor vehicle accident that occurred on June 4, 2019. The applicant, Wilson Christianson, and the respondent, Nora Steers, collided in a 2-lane roundabout in Chilliwack.

2. The respondent Insurance Corporation of British Columbia (ICBC) is Ms. Steers' insurer. ICBC internally concluded that Mr. Christianson was 100% at fault for the accident. Mr. Christianson disagrees and wants ICBC to reverse its liability decision and reimburse the \$300 deductible he had to pay. He also asks for \$14 for increased insurance costs and \$1,400 for "stress and pain and suffering" from dealing with ICBC. He does not allege any personal injuries.
3. ICBC says that it is not a proper party to this dispute as Ms. Steers' insurer. Ms. Steers says that Mr. Christianson is 100% at fault for the accident.
4. Mr. Christianson represents himself in this dispute. An ICBC adjuster represents both ICBC and Ms. Steers.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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 the dispute's parties that will likely continue after the CRT process has ended.
6. Section 39 of the CRTA says 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 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. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money or to do or stop doing something. The tribunal's order may include any terms or conditions the CRT considers appropriate.
9. I will first address ICBC's main argument that it is not a proper respondent in this dispute. The CRT has consistently found that an insured has a right to claim against ICBC if they believe that ICBC did not meet its statutory obligation to reasonably investigate an accident. I agree with this approach. However, in this dispute, Mr. Christianson makes no claims about ICBC's investigations. Rather, his claims are only about who is liable for the accident and what his damages are. Therefore, I agree that Mr. Christianson has not made any claims against ICBC, and I dismiss his claims against ICBC.

ISSUES

10. The issues in this dispute are:
 - a. Who is at fault for the accident?
 - b. If Ms. Steers was partially or entirely at fault for the accident, what are Mr. Christianson's damages?

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, Mr. Christianson must prove his case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision.
12. The accident occurred on June 4, 2019, just after noon, in a traffic circle where Evans Road and Yale Road intersect. Evans Road, which runs north-south, and

Yale Road, which runs east-west, both have 2 lanes going in each direction, so the traffic circle has 2 lanes as well.

13. ICBC submitted a satellite image of the intersection and surrounding area. There is no dispute that it accurately shows the intersection as it was at the time of the accident. To assist in understanding these reasons, I reproduce the relevant portion:



14. There are road markings in both lanes of Evans Road leading up to the roundabout. These markings indicate that vehicles in the right lane may only turn right or proceed straight through. Vehicles in the left lane may proceed straight through or turn left.
15. The parties both gave statements and drew diagrams for the ICBC adjuster investigating the accident. For the most part, the parties gave similar accounts of the accident to ICBC and in this dispute. I find that the parties were both travelling

southbound on Evans Road, with Mr. Christianson in the right lane and Ms. Steers in the left lane. Ms. Steers intended to go halfway around the roundabout and continue south on Evans Road. Mr. Christianson intended to go $\frac{3}{4}$ of the way around the roundabout and turn left on Yale Road. Just before the Evans Road exit, the parties' vehicles crossed paths as Ms. Steers attempted to go straight and Mr. Christianson continued around the roundabout.

16. There are no witnesses to the accident other than Mr. Christianson and Ms. Steers.
17. ICBC relies on section 151 of the *Motor Vehicle Act* (MVA), which governs travel on roadways with 2 or more lanes. ICBC says that Mr. Christianson breached section 151(a), which says that a driver must not drive from one lane to another across a broken line unless doing so will not affect another vehicle's travel.
18. Mr. Christianson admits in his submissions that he crossed broken white lines. Mr. Christianson argues that vehicles can enter the left lane southbound on Evans Road and to exit eastbound without changing lanes. Having reviewed the traffic markings in the roundabout, I disagree. I find that where the left lane approaches the south exit onto Evans Road, Mr. Christianson would have had to cross broken white lines to remain in the roundabout. I find that this was a lane change within the meaning of section 151(a).
19. Mr. Christianson says that it was Ms. Steers who dangerously changed lanes, cutting in front of him. Based on the satellite photograph and the parties' description of the accident, I find that Ms. Steers did not need to cross any broken white lines to exit onto Evans Road because her lane continued straight.
20. I find that Mr. Christianson breached section 151(a) of the MVA. Mr. Christianson was forced to change lanes because he had entered the roundabout in the wrong lane. In order to stay in the roundabout, he had to change lanes across Ms. Steers' path. I find that it was not safe for him to do so.
21. Therefore, I find that Mr. Christianson breached section 151(b) of the MVA.

22. Mr. Christianson also argues that Ms. Steers should have seen him to her right before crossing his path. Based on where the accident occurred, I find that Ms. Steers likely assumed that Mr. Christianson would be continuing straight on Evans Road because of the lane he was in. I find that there would have been no time for Ms. Steers to avoid the accident once it became clear that Mr. Christianson was continuing through the roundabout. I find that Ms. Steers was not contributorily negligent.
23. Therefore, I find that Mr. Christianson was 100% at fault for the accident. Having come to this conclusion, I do not need to consider his damages claims.
24. 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. Mr. Christianson was unsuccessful so I dismiss his claim for CRT fees and dispute-related expenses. Neither respondent claimed any dispute-related expenses.

ORDER

25. I dismiss Mr. Christianson's claims, and this dispute.

Eric Regehr, Tribunal Member