



# Civil Resolution Tribunal

Date Issued: September 3, 2021

File: SC-2020-003997

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hopkins v. ICBC*, 2021 BCCRT 966

**B E T W E E N :**

ALLAN HOPKINS

**APPLICANT**

**A N D :**

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Eric Regehr

### **INTRODUCTION**

1. This small claims dispute is about a motor vehicle accident that occurred on August 14, 2019, in Powell River BC. The applicant, Allan Hopkins, says that he was not responsible for the accident. He claims a total of \$3,800, broken down as \$700 for loss or damage to his vehicle, \$500 for “time and travel”, and \$2,600 for the

“removal of the claim against” him. He also asks for an order that his insurance was “active” at the time of the accident due to “the remote nature” of his work at the time.

2. As discussed in more detail below, Mr. Hopkins provided no evidence or submissions in this dispute. The respondent, the Insurance Corporation of British Columbia (ICBC), says that by failing to provide any evidence or submissions, Mr. Hopkins failed to comply with the CRT’s rules. ICBC also says that he has not proven his claims. It asks that I dismiss Mr. Hopkins’ claims.
3. Mr. Hopkins is self-represented. An ICBC employee represents ICBC.

## **JURISDICTION AND PROCEDURE**

4. 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.
5. 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.
6. 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.

7. 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.

## **ISSUES**

8. The issues in this dispute are:
  - a. Should I dismiss Mr. Hopkins dispute because he allegedly breached the CRT's rules?
  - b. Has Mr. Hopkins proven his claims?

## **EVIDENCE AND ANALYSIS**

9. In a civil claim such as this, Mr. Hopkins as the applicant 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 my decision.
10. This dispute is about a motor vehicle accident that occurred in Powell River BC on August 14, 2019. Mr. Hopkins was turning left from Croft Street onto Joyce Street. He collided with another driver, GF, who was driving straight on Joyce Street. Mr. Hopkins did not make a claim against GF despite having the opportunity to do so. So, GF is not a party to this dispute. ICBC internally determined that Mr. Hopkins was 25% responsible and GF was 75% responsible for the accident. ICBC's liability determinations are not binding on me. However, for the reasons that follow, I find I do not have enough evidence to make a different liability determination than ICBC.
11. As mentioned above, Mr. Hopkins did not provide any evidence or submissions. I note that CRT staff contacted Mr. Hopkins several times by email and telephone to remind him about the deadlines for evidence and submissions. I am satisfied that Mr. Hopkins had a reasonable opportunity to provide evidence and submissions but decided not to.

12. ICBC's primary argument is that the CRT should dismiss Mr. Hopkins' dispute because he failed to participate in the CRT process, contrary to CRT rule 1.3. However, I find that CRT rule 1.3 does not require parties to provide evidence or submissions in support of their claims. So, I find that Mr. Hopkins did not breach CRT rule 1.3 and decline to dismiss his claims on that basis.
13. However, Mr. Hopkins as the applicant must prove his claims. The Dispute Notice he filed included little detail about the basis for his claims. I find that the absence of any evidence from Mr. Hopkins is fatal to his claims. While I have reviewed ICBC's claims file, it does not include a detailed statement from Mr. Hopkins. I find there is no basis for me to make a liability finding without Mr. Hopkins' description of how the accident happened.
14. More importantly, there is no evidence or explanation about why he asks for the specific dollar amounts in the Dispute Notice. He also does not explain why ICBC would be liable for his claims and not GF. In general, when a person claims damages based on another person being at fault for a motor vehicle accident, the proper respondent is the other driver, not ICBC. See *Kristen v. ICBC*, 2018 BCPC 106. While ICBC can be liable if it breaches its obligation to reasonably investigate an accident or to fairly treat its insured, there is nothing in the Dispute Notice about these issues. So, even if I had the evidence to make a liability finding, Mr. Hopkins has failed to prove any damages.
15. I therefore find that Mr. Hopkins has not proven his claims. I dismiss Mr. Hopkins' claims, and this dispute.
16. 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. Hopkins was unsuccessful, so I dismiss his claim for CRT fees and dispute-related expenses. ICBC did not claim any dispute-related expenses or pay any CRT fees.

## **ORDERS**

17. I dismiss Mr. Hopkins' claims, and this dispute.

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Eric Regehr, Tribunal Member