



# Civil Resolution Tribunal

Date Issued: September 1, 2023

File: SC-2022-007482

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Luo v. ICBC*, 2023 BCCRT 752

BETWEEN:

JIAN LUO and ZOEY XINYAN LUO

**APPLICANTS**

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Andrea Ritchie, Vice Chair

## INTRODUCTION

1. This dispute is about a broken windshield. The applicants, Jian Luo and Zoey Xinyan Luo, had their vehicle's windshield replaced in 2021. In June 2022, the windshield cracked. The Luos say the respondent insurer, Insurance Corporation of British Columbia (ICBC), should pay to replace the windshield because it "happened with ICBC's insurance cover period" and within the windshield's 1 year quality warranty. The Luos claim compensation of \$1,500 to repair the windshield.

2. ICBC says it is not responsible to pay for the windshield's repair because the damage is not covered by the Luos' insurance policy. It asks that this dispute be dismissed.
3. The Luos represent themselves. ICBC is represented by an authorized employee.

## **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.
5. Section 39 of the CRTA says that 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 that 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.
7. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.

### ***Style of cause***

8. In the Dispute Notice, the respondent ICBC was named only as "ICBC", rather than its full legal name "Insurance Corporation of British Columbia". Since there is no dispute about ICBC's full name, under section 61 of the CRTA I amended the style of cause to reflect it.

## **ISSUE**

9. The issue in this dispute is whether ICBC must compensate the Luos \$1,500 for their broken windshield.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, the Luos as the applicants must prove their claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision.
11. The following facts are undisputed:
  - a. On September 27, 2021, a rock damaged the Luos’ windshield.
  - b. On November 4, 2021, Glassco Auto & Window Ltd. replaced the Luos’ windshield. The replacement value was \$1,359.96, but as the damage was covered under the Luos’ ICBC insurance policy, they only paid a \$200 deductible.
  - c. Sometime in June 2022, the windshield cracked on its own. There was no impact to any part of the windshield.
12. The Luos say the windshield was improperly installed and that is what led to the June 2022 crack. They say that because ICBC originally paid for the windshield’s replacement, it should be responsible to pay for the recent damage. ICBC disagrees.
13. ICBC says the damage was a result of workmanship or repair quality, and is therefore the repair shop’s responsibility. I infer ICBC is arguing the damage is not covered by the Luos’ insurance policy.
14. Neither party provided a copy of the relevant insurance policy’s terms. However, given the parties all agree the damage is a result of poor repair quality, I find nothing

turns on it. Based on the submissions before me, I find there is no basis for a claim against ICBC. My reasons follow.

15. First, ICBC did not physically perform the windshield repairs, it only paid the bulk of it. I find the Luos' claim is properly against the repair shop. To the extent the Luos say ICBC should be covering further repairs because it is "within the warranty period", the warranty is given by the repair shop, not by ICBC. Here, the Luos' are essentially seeking a warranty repair. There is no argument that poor quality repair work is somehow covered under the Luos' insurance policy with ICBC. I dismiss the Luos' claim against ICBC.
16. I acknowledge in their final reply submissions, the Luos "invited Glassco to take part in the argument". Nothing in this decision prevents the Luos from making a claim against the repair shop, subject to any applicable limitation period. For clarity, I make no findings about whether the repair work was, in fact, substandard.
17. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. The Luos were unsuccessful, so I dismiss their claim for tribunal fees and dispute-related expenses, though I note they did not include any evidence or explanation about the claimed dispute-related expenses. ICBC was successful but did not pay any tribunal fees or claim dispute-related expenses.

## **ORDER**

18. The Luos' claims, and this dispute, are dismissed.

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Andrea Ritchie, Vice Chair

