



Civil Resolution Tribunal

Date Issued: December 19, 2025

File: SC-2024-007586

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Obermann v. ICBC*, 2025 BCCRT 1759

BETWEEN:

DANIAL OBERMANN

APPLICANT

AND:

INSURANCE CORPORATION OF BRITISH COLUMBIA

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. On June 15, 2023, the applicant, Danial Obermann, was in a motor vehicle accident with another driver, RO. The respondent insurer, Insurance Corporation of British Columbia (ICBC), found Mr. Obermann 50% responsible for the accident.
2. Mr. Obermann says he was crossing the Oak Street bridge in Richmond, British Columbia, when RO collided with his vehicle, causing him to crash into the bridge's

road safety barricade . He says ICBC incorrectly found him 50% at fault. He asks for a full review of the accident, including accident reconstruction, and that he be found 0% at fault. He claims \$5,000 for vehicle damage and other loss. Mr. Obermann represents himself.

3. ICBC says it correctly assigned fault for the accident. It says injunctive relief is outside the CRT's jurisdiction. It also says Mr. Obermann has not proved he incurred any damages. It asks me to dismiss Mr. Obermann's claim. An employee represents ICBC.
4. For the following reasons, I dismiss Mr. Obermann's claims.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. 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. These are the CRT's formal written reasons.
6. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
7. CRTA section 39 says the CRT has discretion to decide the hearing's format, 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.
8. Mr. Obermann's submissions refer to cases that do not exist or do not apply. I find the most likely explanation is that they are "hallucinations" generated by artificial intelligence. In *AQ v. BW*, 2025 BCCRT 907 at paragraph 16, a CRT vice chair

found that CRT's obligation to provide sufficient reasons did not require it to address arguments with no basis in law. I agree with this reasoning and do not address those cases.

9. In submissions, Mr. Obermann asks for a full review of the accident, including accident reconstruction. Under the CRTA, the CRT has limited jurisdiction to order injunctive relief in small claims disputes. Injunctive relief means ordering a party to do or stop doing something. CRTA section 10 says the CRT must refuse to resolve a claim it considers to be outside its jurisdiction. So, I refuse to resolve this claim.
10. Mr. Obermann also asks the CRT to find him 0% at fault. I find this is a request to order ICBC to change its responsibility assessment, which is also a claim for injunctive relief. However, as explained in *Placek v. ICBC*, 2025 BCCRT 1748, CRTA section 133(1)(d) and *Accident Claims Regulation* (ACR) Part 2 give the CRT jurisdiction over accident responsibility determinations, including ordering ICBC to change its responsibility determination. However, CRTA section 13.5 and ACR section 9 together say that a person may not make an accident responsibility claim more than 90 days after ICBC issues a CL722 detailed assessment of responsibility letter.
11. ICBC says it issued the CL722 on December 1, 2023. Mr. Obermann applied for dispute resolution and paid CRT fees by July 9, 2024. I find the 90-day limitation period expired before Mr. Obermann started his CRT dispute, so he is out of time. I dismiss his claim for an order that ICBC change its responsibility assessment. In any event, I would have dismissed the claim for the reasons set out below.

ISSUES

12. The issues in this dispute are:
 - a. Did ICBC correctly assess fault for the June 15, 2023 accident?
 - b. If not, should ICBC pay Mr. Romaine \$5,000 for vehicle damage and other loss?

EVIDENCE AND ANALYSIS

13. As applicant in this civil dispute, Mr. Obermann must prove his claims on a balance of probabilities, meaning more likely than not. He did not provide any evidence. In submissions he referred to evidence he intended to submit, later in the CRT's process, including transcripts and records of his communication with ICBC and the Fair Practices Office. CRT staff gave him the opportunity to amend his claim and submit evidence, but he chose to proceed to adjudication without doing so. I have read both parties' submissions and ICBC's evidence, but refer only to what is necessary to explain my decision.
14. On June 15, 2023, at about 1:00 a.m., Mr. Obermann was driving north on the Oak Street bridge in the left of 2 northbound lanes. He says RO's vehicle was travelling behind or beside him, in the right lane, and collided with his vehicle, pushing it into the barricade.
15. RO told ICBC he was northbound in the left lane and Mr. Obermann was behind him. RO says Mr. Obermann passed him on the right then cut him off and braked. RO says he moved into the right lane, and Mr. Obermann again tried to cut him off, causing the collision. RO said Mr. Obermann's right rear quarter panel collided with RO's vehicle's left front. RO says Mr. Obermann spun off and hit the barricade.
16. Photographs show damage to the right side and rear of Mr. Obermann's vehicle. RO said his vehicle had no damage.

The applicable law

17. *Insurance (Vehicle) Act* (IVA) section 174 says ICBC must indemnify an insured, such as Mr. Obermann, for vehicle damage or loss, based on the driver's degree of fault for the accident. This requires ICBC to correctly determine responsibility. IVA section 174 also forms part of ICBC's compulsory insurance contract under *Insurance Vehicle Regulation* section 1.1.

18. I find Mr. Obermann claims that ICBC breached the parties' contract or its statutory obligations by incorrectly determining fault. His claim for damages is based on that alleged breach. If ICBC incorrectly determined fault, it may have to pay damages for its breach, including paying Mr. Obermann for any vehicle damage or other proven loss.
19. *Motor Vehicle Act* (MVA) section 151 prohibits a driver from changing lanes where the movement cannot be made safely or will in any way affect another vehicle's travel.
20. Since the drivers disagreed on who changed lanes to cause the accident, ICBC found it could not determine which of them was at fault. So, it found each party was 50% responsible for the accident.

Did ICBC correctly assess fault for the accident?

21. As I set out above, each driver gave a different version of the accident. I find both are equally possible. There were no witnesses, neither driver had a dashcam, and there was no video footage. Although police attended the scene, ICBC says each driver told the police that the other driver cut them off. There is no police report in evidence. Photographs of the scene mostly show marks on the barricade. It is not disputed Mr. Obermann's vehicle hit the barricade, so I do not find the photographs help to determine fault.
22. Mr. Obermann says ICBC did not correctly assess the accident, ignored evidence, and reached the wrong conclusion. I disagree. I find ICBC reviewed the available evidence, and reasonably applied MVA section 151.
23. Mr. Obermann says ICBC did not review available camera footage. I infer he believes this would show he was not at fault. He says he could not obtain the CCTV footage himself, and "the city" told him ICBC would have to request it. Evidence shows that ICBC contacted Richmond, and was told that the Oak Street Bridge cameras were not owned by the city. There is no evidence that any video footage of the accident exists.

24. Mr. Obermann also says ICBC did not obtain an accident reconstruction report. As set out in *De Paras v. ICBC*, 2024 BCCRT 106, a proper investigation should be proportional. ICBC does not have to exhaust every possible avenue of investigation. I find that ICBC's investigation in these circumstances was reasonable and proportionate, given only one vehicle was damaged. In any event, Mr. Obermann could have obtained an accident reconstruction report at his own expense if he felt it was necessary, and sought reimbursement for that cost as a dispute related expense.
25. I find ICBC's conclusion the parties were equally at fault was reasonable. The drivers' statements were contradictory, and there is no evidence to support either version. Both accounts are possible, but both cannot be true. Nothing in the evidence makes one version more likely than the other. The burden is on Mr. Obermann to prove ICBC incorrectly determined fault. Without evidence, I find he has not done so.
26. While not necessary to my decision, I note that even if I found ICBC incorrectly determined fault, I would have dismissed Mr. Obermann's claim in any event because he did not provide any evidence of his vehicle repair costs or of other losses.
27. Under CRTA section 49 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. Obermann did not pay CRT fees. As he was not successful, I dismiss his claim for dispute-related expenses. ICBC did not pay CRT fees or claim dispute-related expenses.

ORDERS

28. I dismiss Mr. Obermann's claims.

Deanna Rivers, Tribunal Member