

“accident claim” in the *CRT Act* is the same as “motor vehicle injury” in the CRT Rules (CRT Rules, Glossary).

Section 17(1) of the *CRT Act* provides for two phases in the CRT process: (1) the case management phase, and (2) the tribunal hearing phase. In the case management phase, the goal is resolution by agreement, facilitated by a case manager, failing which preparations are made for the tribunal hearing if necessary (*CRT Act*, s. 17(2)). In the tribunal hearing phase, the tribunal hears the dispute and gives a final decision (*CRT Act*, s. 17(3)).

Section 18 of the *CRT Act* provides the “proceeding is to be conducted with as little formality and technicality and with as much speed as permitted by the requirements of this Act, the rules and a proper consideration of the issues in the dispute”.

A party to an accident claim is permitted to have legal representation (*CRT Act*, s. 20.1; CRT Rule 1.16(4)). CRT Rules 1.16(5), (7) and (8) provide that a party to an accident claim may be represented by an authorized employee of an insurer or by any other representative the CRT considers appropriate.

III. JURISDICTION [§19.3]

A. GENERAL JURISDICTION OF CIVIL RESOLUTION TRIBUNAL [§19.4]

The CRT’s jurisdiction is confined to the powers granted under the governing statute. Unlike the courts, the CRT has no inherent jurisdiction. Division 7 of Part 10 of the *CRT Act* sets out the CRT’s jurisdiction over claims arising out of accidents that occur on or after April 1, 2019.

Sections 133(1)(a) to (d) of the *CRT Act* provide that the CRT has jurisdiction over accident claims as follows:

- (a) the determination by an insurer of entitlement to benefits paid or payable under the *Insurance (Vehicle) Act*;
- (b) determination of whether an injury is a minor injury;
- (c) liability and damages if equal to or less than the tribunal limit of \$50,000; and

- (d) determination by ICBC or prescribed insurer of the extent the initiating party is responsible for the accident.

(Note: Section 133(1)(d) was made effective September 1, 2022 (2022-6-14 (B.C. Reg. 147/2022)). Decisions made prior to that date on ICBC's internal liability decision involved the different considerations regarding jurisdictions. Such claims are typically made in negligence against other parties involved in the accident, not against an insurer standing behind one or both parties, based on, for example, breach of contract or statutory obligations to investigate. Such claims against an insurer do not appear to fall squarely within the CRT's jurisdiction over accident claims (tort claims) but may fall within the CRT's jurisdiction over small claims, if the claim falls within s. 118(1)(a) through (d) (*Goertzen v. Kuemper-Sotvedt*, 2021 BCCRT 11 at para. 10; *Hernandez v. Berhe*, 2020 BCCRT 1193 at para. 9; *Christianson v. Insurance Corp. of British Columbia*, 2020 BCCRT 1251 at para. 9).)

Under s. 133(2)(a) of the *CRT Act*, the CRT is deemed to have “exclusive jurisdiction” (*CRT Act*, ss. 1(1) and 115) to decide claims under s. 133(1)(a) and (b) regarding:

- (a) benefits paid or payable; and
- (b) minor injury determinations.

Under s. 133(2)(b) of the *CRT Act*, the CRT is deemed to have “specialized expertise” (*CRT Act*, ss. 1 and 116) respecting claims under s. 133(1)(c) or (d) regarding liability and damages at or under the limit of \$50,000 or the determination by the insurer of the extent of the party's responsibility for the accident.

B. MATTERS OVER WHICH CIVIL RESOLUTION TRIBUNAL DOES NOT HAVE JURISDICTION [§19.5]

The CRT does not have jurisdiction in relation to an accident claim regarding an accident that occurred before April 1, 2019 (*CRT Act*, s. 134(2)(c)), except that, if the CRT had jurisdiction in relation to the *Small Claims Act*, R.S.B.C. 1996, c. 430 in respect of a claim involving an accident that occurred before April 1, 2019, that claim is to continue as a CRT small claim (*CRT Act*, s. 136(1)).

The CRT expressly does not have jurisdiction in regard to claims that may be dealt with under the following *Insurance (Vehicle) Act* provisions (*CRT Act*, s. 134(1)):

- (1) section 18(2) [*financial responsibility in other provinces*];
- (2) section 42.1 [*offence*];
- (3) section 68 [*relief from forfeiture*];
- (4) section 77(2), (8) and (9) [*rights of insurer*];
- (5) section 78 [*payment of insurance money into court*]; and
- (6) section 79 [*defence if more than one contract*].

Further, under s. 134(2), the CRT does not have jurisdiction in relation to liability or damages claims under the *Family Compensation Act*, R.S.B.C. 1996, c. 126 in respect of a death, or claims to which the *Arbitration Act*, S.B.C. 2020, c. 2 applies. Notably, the *Arbitration Act* applies to: uninsured or hit and run claims outside B.C. (Insurance (Vehicle) Regulation, s. 148); underinsured motorist protection (“UMP”) claims (Insurance (Vehicle) Regulation, s. 148.1); disputes about own vehicle loss or damage (Insurance (Vehicle) Regulation, ss. 176(2) and 177); and disputes as to whether a medical or rehabilitation expense is reasonable (Insurance (Vehicle) Regulation, ss. 88 and 89).

C. CIVIL RESOLUTION TRIBUNAL AUTHORITY TO REFUSE TO RESOLVE A CLAIM OR DISPUTE [§19.6]

The CRT must refuse to resolve a claim where the CRT decides that it lacks jurisdiction (*CRT Act*, s. 10(1)). See, for example, *Shulman v. City of Nelson*, 2020 BCCRT 1416 and *Nagyra v. Insurance Corp. of British Columbia*, 2020 BCCRT 988.

In *Pilote v. Insurance Corp. of British Columbia*, 2020 BCCRT 757, the applicant sought an order that ICBC change its internal liability decision regarding an accident which found the applicant 100% at fault, but the claim had no substantive compensation component. The CRT held that it did not have the jurisdiction to make such an order as its small claims jurisdiction under s. 118 was limited to 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. In the absence of a substantive compensation claim, the claim was strictly or declaratory or injunctive relief, which the CRT had no jurisdiction to grant.

The CRT has the general authority to refuse to resolve a claim if it considers the claim would more appropriately be resolved by another legally binding process, or if the claim has already been resolved