

CANADA / JUDGMENT

Delos Santos v. ICBC

2026 BCSC 659

COURT

Supreme Court of British Columbia

DECIDED

20 February 2026

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2026 BCSC 659 Delos Santos v. ICBC IN THE SUPREME COURT OF BRITISH COLUMBIA Citation: Delos Santos v. ICBC, 2026 BCSC 659 Date: 20260220 Docket: S258241 Registry: New Westminster Between: Maria Luz Delos Santos Petitioner And Insurance Corporation of British Columbia and Civil Resolution Tribunal Respondents Before: The Honourable Madam Justice Wilkinson On judicial review from: the Civil Resolution Tribunal of British Columbia, March 26, 2025, Delos Santos v. ICBC, 2025 BCCRT 384 Oral Reasons for Judgment Appearing on own behalf, the Petitioner: M.L. Delos Santos Counsel for the Respondent ICBC: R. Buchanan Place and Date of Hearing: New Westminster, B.C. February 20, 2026 Place and Date of Judgment: New Westminster, B.C. February 20, 2026

- [1] THE COURT: This is my decision on the petition brought by Ms. Delos Santos. This petition relates to a civil resolution tribunal dispute with respect to an accident that the petitioner was involved in on March 4, 2022. As part of that accident the petitioner made a claim for income-replacement benefits from ICBC because she says her injuries prevented her from working as a realtor and from providing home-share services to students in addition to home-care services to people with disabilities.
- [2] The respondent, ICBC, says the petitioner was not entitled to income-replacement benefits and ICBC disputed the fact that the occupations cited by the petitioner qualified as employment under the Insurance (Vehicle) Act, RSBC 1996, c 231 they submit at the tribunal level the petitioner had not proved her claims.
- [3] The parties were unable to resolve the dispute during case management and the dispute was then moved to the preparation stage for adjudication by the tribunal and, ultimately, on March 26, 2025, the tribunal issued a final decision on the merits of the dispute, indexed as Delos Santos v. ICBC, 2025 BCCRT 384. The petitioner seeks judicial review of that decision.

- [4] The tribunal member considered each of the three types of employment the petitioner said she had under the Insurance (Vehicle) Act [Act] in s. 113. This section defines employment as an remunerative occupation. Under the applicable regulation this requires the injured party to be employed when the accident occurred. The tribunal member also ss. 131 and 133 of the Act, which require a person's accident injuries to prevent them from working to be entitled to benefits.
- [5] The decision thoroughly canvasses the evidence before the tribunal. I adopt the wording in the factual basis and the legal basis as set out in the respondent's response to petition to explain my reasons for judgment. The standard of review is patent unreasonableness. There is certainly a clear appreciation and consideration of the issues and evidence as well as an analysis undertaken by the tribunal member to consider the evidence, find facts, and apply those facts to the legal issues. The tribunal member did not engage in any kind of credibility analysis, and on the evidence before them it was not required. On that basis the member decided that an oral hearing was not required. This is within the purview of this tribunal.
- [6] The legal analysis is solid, undertaken by the tribunal member in their review of the legislative provisions and what is required to show entitlement to benefits as sought by the petitioner.
- [7] As well, with respect to certain retirement benefits, although not formally applied for, because the petitioner mentioned it in her submissions, they addressed a possibility whether the petitioner was entitled to those benefits. I find that the analysis undertaken by the tribunal member is reasonable. The member found that the petitioner was employed, as that term is defined under the legislative scheme, at the time of the accident. Therefore, she would not qualify for retirement benefits because she was not retired. The definition of retirement under the scheme requires there to be no employment at the time of the accident.
- [8] With respect to a finding of one of the occupations being employed in at the time of the accident, there was insufficient evidence to support the claim that the injuries prevented her from continuing in that employment. This is a requirement under the Act in order to be entitled to benefits. The petitioner's own text messages confirmed that she was continuing to be occupied in national student home-sharing employment. There was no evidence provided by her to the tribunal that she was unable to provide those services as a result of her injuries.
- [9] The petitioner now, after the decision of the tribunal member, brings forward in the form of representations by way of submissions to the court. She submits that she made a mistake at the tribunal and should have informed the tribunal that despite her correspondence with the home-care Community Living Society that she was only declining to take new contracts after the accident because she was otherwise occupied in her home or otherwise by housing international students. This is not admissible evidence. She now asks the court to accept that it was actually because of her injuries that she could not continue what she now describes as

a continuous contract with Community Living Society. This contradicts her evidence put before the tribunal member, and it was open to the petitioner to explain to the tribunal that those texts to Community Living were incorrect and the true reason why she could not take new clients with Community Living Society was because of her injuries. In addition, the evidence in the documents supports a finding that was made by the tribunal member that her contract with Community Living Society ended in January 2022.

- [10] The petitioner has had now two opportunities with two bodies (ICBC and the Civil Resolution Tribunal) to support her claim and did not provide the court with any documentary evidence or sworn statements that contradict what is in the record at this point. The Civil Resolution Tribunal and this legislative scheme under the Act was created to provide a streamlined process to determine certain matters in a cost-effective manner.
- [11] I appreciate the petitioner's argument before me today to consider additional evidence or send the matter back for reconsideration. She informs me she is a real estate licensee. This is not someone who is unfamiliar with regulatory schemes or interpretation or understanding of complex contracts, not to mention someone who would not be able to adequately access a user-friendly process that is set up under the Civil Resolution Tribunal and understand its processes and processes.
- [12] The decision is not patently unreasonable. It would not be appropriate for me to send the matter back down for any kind of reconsideration based on pre-existing evidence that was available to the petitioner at the time of her hearing.
- [13] Ms. Buchanan, are you seeking costs? [SUBMISSIONS RE COSTS]
- [14] THE COURT: Ms. Delos Santos, normally when a party is successful, as ICBC has been today, they are entitled to what we call costs of the proceeding. They are not actual lawyer fees incurred, but there is a tariff. And as you heard Ms. Buchanan say, the tariff for today would be about at least \$825. They have incurred some additional taxes and disbursements. The total that they are seeking is approximately \$1,200.00. I can fix the amount instead of sending you both off to see if you can agree or go to the registrar.
- [15] M.L. DELOS SANTOS: So are you saying I am paying now?
- [16] THE COURT: There would be an amount that you would be liable to pay as the unsuccessful party.
- [17] M. L. DELOS SANTOS: I do not know what to say. Just like -- are you saying that I have to pay them instead of them like -- like giving some benefits for me, like from the [indiscernible]?
- [18] THE COURT: Yes. I have upheld the decision of the tribunal. I found it was not patently unreasonable. As the successful party, ICBC is entitled to their costs on the petition.
- [19] M.L. DELOS SANTOS: So are you saying that, you know, on this petition that I have again I -- just like ... like, you know, the reason I [indiscernible]?

[20] THE COURT: Yes, that is how proceedings in this court works.

[21] M.L. DELOS SANTOS: Oh ...

[22] THE COURT: All right, then. What I am prepared to do is fix costs in favour of the respondent, Insurance Corporation of British Columbia, in a fixed amount of \$750 total. That is inclusive of taxes and disbursements. "Wilkinson, J"

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