

CITATION: Mohammed v. TTC Insurance Company Limited et al, 2026 ONSC 1477
DIVISIONAL COURT FILE NO.: DC-25-00000713-0000
DC-25-00000715-00JR
DATE: 20260313

**SUPERIOR COURT OF JUSTICE – ONTARIO
DIVISIONAL COURT**

RE: SANDRA MOHAMMED, Appellant

AND:

TTC INSURANCE COMPANY LIMITED, LICENCE APPEAL TRIBUNAL,
Respondents

BEFORE: Matheson, O’Brien, and Mandhane JJ.

COUNSEL: *Sherilyn Pickering and Rachel Andrews*, Counsel for the Appellant

Nabil Mahmood and Tamara Mida, Counsel for the Respondents

HEARD: March 10, 2026

ENDORSEMENT

[1] Ms. Mohammed has brought an appeal and application for judicial review from the decision of the Licence Appeal Tribunal dated July 29, 2025 and the Tribunal’s reconsideration decision dated August 20, 2025. The Tribunal found Ms. Mohammed was not entitled to statutory accident benefits for injuries she suffered while travelling on a public transit bus.

[2] After hearing Ms. Mohammed’s submissions, the court dismissed the appeal and application for reasons to follow. These are the reasons.

[3] Ms. Mohammed was travelling on a public bus on November 3, 2022. A fire truck with its emergency lights activated traveled through the intersection ahead of the bus. Because the vehicle in front of the bus stopped, the bus stopped abruptly. Ms. Mohammed was thrown forward. She alleged she was injured by her contact with the interior of the bus.

[4] Ms. Mohammed sought benefits pursuant to O. Reg. 34/10: *Statutory Accident Benefits Schedule – Effective September 1, 2010* (SABS) from the respondent TTC Insurance Company Limited. After the respondent denied the benefits, Ms. Mohammed challenged the denial to the Tribunal. The Tribunal held a hearing on the preliminary issue of whether the benefits claimed were barred by s. 268(1.1) of the *Insurance Act*, R.S.O. 1990, c. I.8. That provision sets out an exception to the entitlement to SABS benefits in certain incidents involving public transit vehicles.

The Tribunal dismissed Ms. Mohammed's application, finding she was not entitled to benefits because of s. 268(1.1). It also denied Ms. Mohammed's request that it reconsider its decision.

[5] Subsection 268(1) of the *Insurance Act* provides the general entitlement to SABS benefits under motor vehicle insurance policies. It states that "every contract evidenced by a motor vehicle liability policy" shall be deemed to provide for statutory accident benefits.

[6] Subsection (1.1) then provides an exception affecting public transit vehicles. It limits the payment of benefits to an occupant of a public transit vehicle in certain situations, stating:

(1.1) Despite subsection (1) and the Statutory Accident Benefits Schedule, no statutory accident benefits are payable in respect of an occupant of a public transit vehicle, in respect of an incident that occurs on or after the date this subsection comes into force, if the public transit vehicle did not collide with another automobile or any other object in the incident.

[7] Under s. 268(1.1), then, an occupant cannot obtain benefits in respect of an incident where the public transit vehicle "did not collide with another automobile or any other object in the incident." The Tribunal found the exception applied in this case because the bus did not collide with another automobile or other object. Ms. Mohammed submitted that she was "any other object." The Tribunal disagreed. According to the Tribunal, for the bus to collide with "any other object" the object had to be outside the bus. The Tribunal also found its interpretation was supported by the meaning of "object" in the Ontario Automobile Owner's Policy (Owner's Policy) (OAP-1).

[8] Ms. Mohammed submits the Tribunal erred in its interpretation of the statute because the legislature chose to use the broad wording of "any other object" and did not limit or qualify the language. She says that proper application of the principles of statutory interpretation outlined by the Supreme Court of Canada in *R. v. Barton*, 2019 SCC 33 at paras. 72-73 required the Tribunal to give the words "any other object" their widest possible interpretation. She also claims the Tribunal gave insufficient reasons for its conclusion on statutory interpretation and erred by relying on OAP-1.

[9] We disagree. An appeal from the Tribunal is limited to questions of law. The standard of review is correctness. The Tribunal correctly interpreted the statute.

[10] The wording of the statute creates an exception that limits no-fault insurance for public transit operators in certain situations. It remains open to an applicant who cannot obtain benefits because of this subsection to seek compensation by bringing a tort claim in court, as has been done here.

[11] The plain wording of the statute requires the vehicle to have collided with another vehicle or "any other object." The words "any other object" should not be read in isolation and as broadly as possible, as submitted by Ms. Mohammed. They instead must be read in the context of the provision as a whole, which addresses collisions by a public transit vehicle. A vehicle colliding with another vehicle or any other object by its plain wording does not include a person inside the

vehicle. The relevant context is also that the provision limits the payment of benefits for occupants of public transit vehicles. It is not intended to capture all injuries suffered by a public transit rider.

[12] In context, there is no ambiguity. Because Ms. Mohammed was inside the bus, the bus did not collide with her. Although Ms. Mohammed put forward various hypotheticals that may apply to other situations that come before the court, they do not assist her on the facts in this case. The interpretation adopted by the Tribunal was correct.

[13] We also dismiss Ms. Mohammed’s claim that the Tribunal’s reasons were insufficient. The reasons squarely considered the wording of the statute and interpreted it in the context of the provision as a whole. The adjudicator was not required to discuss the principles of interpretation set out in *Barton*, as submitted by Ms. Mohammed. An administrative decision-maker need not address every case put forward by the parties, as long as it engages with the parties’ primary submissions. The adjudicator fully addressed the central question, which was the proper interpretation of the terms “collide” and “object” in the context of the other statutory wording. She did not need to specifically address *Barton*, which involved an entirely different context and different statutory wording.

[14] There was also no error in the Tribunal’s consideration of the OAP-1 since it is mandatory and prescribed by regulation. In any event, the Tribunal only looked to the OAP-1 to confirm its interpretation of the statute, which was correct.

[15] The appeal is dismissed.

[16] We decline to exercise our discretion to judicially review the Tribunal’s decisions. Ms. Mohammed’s primary contention on the judicial review is that the Tribunal erred in stating the bus did not collide with her. We agree with the respondent that this is not a finding of fact but an interpretation of the words of the statute. There is therefore no factual question to be resolved on judicial review. Ms. Mohammed’s application otherwise duplicates the arguments on appeal and we therefore decline to consider it.

[17] As agreed by the parties, Ms. Mohammed shall pay costs of \$5,000 all-inclusive to the respondent TTC.

Matheson J.

O’Brien J.

Released: March 13, 2026