



CRT Use Only

Date Provided: _____

File: _____

Type: _____

Civil Resolution Tribunal

Indexed as: _____

BETWEEN :

- Please enter legal names of all applicants as they appear on the Dispute Notice
- If the applicant is a strata, ensure that you identify either the strata corporation or the strata section as appropriate

APPLICANT

AND :

- Please enter legal names of all respondents as they appear on the Dispute Notice
- If the respondent is a strata, ensure that you identify either the strata corporation or the strata section as appropriate

RESPONDENTS

CRT Use Only

DEFAULT	Decision Order

Tribunal Member: _____

Date: _____





Dispute Number & Declaration

Enter the Dispute Number as it appears on the Dispute Notice. *Example: ST-2017-12345 or SC-2017-12345*

I confirm I have provided the Dispute Notice to all respondents. The CRT advised me that no respondent has submitted a Dispute Response Form.

You must provide confirmation of service for each respondent you served and submit it with this form.

If you served a respondent by registered mail, you must provide the Canada Post confirmation of delivery.

If you served a respondent by email (only if permitted by the tribunal rules), you must provide a copy of the reply email they sent to you acknowledging that they received your email.

If you served a respondent by fax (only if permitted by the tribunal rules), you must provide a copy of the fax confirmation sheet.

If you served a respondent by courier, you must provide confirmation of delivery from the courier.

If you served a respondent by delivering to a designated person or by following directions from the CRT, the CRT will rely on the signed proof of service as evidence you have served the respondent.

Claims and Order

Debt Claims

A debt claim is a claim for a specific amount of money that the other party has agreed to pay you. For example, the other party agreed in a contract to pay you for services or goods. Only include claims that you included in your application for dispute resolution. Do not add new claims. Do not include CRT fees, dispute-related expenses, or interest.

- Liability is assumed in default orders. This means you do not need to prove the other party is at fault.
- Do not provide evidence for debt claims.
- It is your responsibility to make sure the amounts you are claiming are supported by your contract or agreement.

Debt Claim Description (do not include interest)	Debt Claim Amount (\$)	CRT Order (\$)
a.	\$	
b.	\$	
c.	\$	
d.	\$	
<i>For CRT Use Only</i>		Total Debt Claim Order:





Non-Debt Claims

A non-debt claim is a claim where the exact amount owed has not been determined or agreed to. This also includes claims where you are asking a party to do or stop doing something. For example, the other party damaged your fence, and you are claiming the cost to repair it. Or, you want another strata owner to stop using your parking spot.

Section 1: Non-Debt Monetary Claim Description

If you are making a claim for money from the other party, please enter the details below. Only enter claims you included in your application for dispute resolution.

- Describe each claim.
- Describe evidence to support each claim in the section provided. You must provide a copy of evidence to support the amount or value of each claim. Please remember to attach an electronic copy of the evidence when you submit this form.
- Liability is assumed in default orders. This means you do not need to prove the other party is at fault. For example, if the other party damaged your fence and you are claiming repair costs, you should provide evidence to support the amount of money needed to repair your fence. The other party is assumed to be at fault because they did not respond to your Dispute Notice.

Non-Debt Claim (do not include interest)		Claim Amount (\$)	CRT Order (\$)
a.	Describe claim "a":	\$	
	Describe evidence to support the amount of claim "a":		
b.	Describe claim "b":	\$	
	Describe evidence to support the amount of claim "b":		
c.	Describe claim "c":	\$	
	Describe evidence to support the amount of claim "c":		
d.	Describe claim "d"	\$	
	Describe evidence to support the amount of claim "d":		
<i>For CRT Use Only</i>			Total Non Debt Claim Order:





Section 2: Non-debt Claims - Other Orders (For example, requests for a party to do or stop doing something)

If you would like the tribunal to order a party to do or stop doing something, include it below. Explain what you would like the tribunal to order, and why you would like the order. For example, an order that my neighbour stop spraying pesticide on my lawn because it is affecting my health.

Please note the CRT will not generally order parties to apologize, make donations, or stop serving on strata councils.

Requests for a party to do or stop doing something		
Party Name	What would you like them to do or stop doing?	Why?

CRT fees and dispute-related expenses

You can claim CRT filing fees and reasonable expenses you paid to prepare for the CRT dispute resolution process. Generally, the CRT will not order the reimbursement of fees paid to a lawyer or other representative. Please submit your receipts to the tribunal by email, along with this form.

CRT Fees and Expenses Description	Expense Amount (\$)	CRT Order (\$)
a. Service fees (For example, courier or registered mail) <i>(receipts required)</i>	\$	\$
b. Cost of expert reports to support CRT claim <i>(receipt required)</i>	\$	\$
c. Other expenses _____ <i>(receipts required)</i>	\$	\$
d. CRT Application and other fees <i>(no receipts required)</i>	\$	\$
<i>For CRT Use Only</i>		Total Fee and Expense Order

Interest:

Please enter the interest rate that applies to your claim. The interest rate must be specified in your contract or strata bylaws. If it is not, please refer to the *Court Order Interest Act* to identify the applicable interest rate. Do not submit your contract. The CRT will calculate interest from the date of the Dispute Notice to the date of the Default Order. For more information on Court Order Interest please see: http://www.courts.gov.bc.ca/supreme_court/about_the_supreme_court/Court_Order_Interest_Rates.aspx

Interest Item	Applicant Submission	CRT Order
Principal amount owing as of dispute notice date:	\$	\$
Contractual rate of interest (if any, specified as an annual rate)	%	
Interest on principal amount owing up to the Dispute Notice date	\$	\$
Interest from the Dispute Notice date to the Default Order date	N/A	\$
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Total Order \$

The applicant is also entitled to post-judgement interest.



The applicant has applied for small claims dispute resolution with the Civil Resolution Tribunal (tribunal) and has requested a default decision and order of the tribunal.

This default Decision was made by tribunal member Shelley Lopez.

Proof of Notice:

A respondent must respond to a Dispute Notice within 14 days of receiving the Dispute Notice, as indicated on the Dispute Response Form or as permitted by the tribunal.

I have reviewed the Dispute Notice dated June 2, 2017 and the completed proof of notice for each of the 3 respondents. I have also reviewed the evidence that each respondent was provided notice by courier on June 13, 2017, at their shared address with signed delivery. I find that on June 13, 2017 the respondents were properly provided with a copy of the Dispute Notice, as required under the *Civil Resolution Tribunal Act* (Act) and tribunal rules. Tribunal staff have confirmed the respondents have not provided a response to the tribunal by the response deadline, which in this case was June 27, 2017.

I am satisfied, on the balance of probabilities, that each of the respondents received the Dispute Notice and did not respond to it by the deadline set out in the tribunal's rules.

Jurisdiction:

The tribunal's jurisdiction is set out under sections 3.1 and 3.6 of the Act. The applicable tribunal rules are those in place at the time the Dispute Notice is issued.

The tribunal will make a binding decision without the respondent's participation. The tribunal will send the parties a copy of the final decision and order.

Under the Act and the tribunal's rules, in resolving this dispute the tribunal may make one or more of the following orders:

- a) Order a party to do something
- b) Order a party to refrain from doing something
- c) Order a party to pay money

Decision:

The applicant City of Surrey (City) says that around June 3, 2015 it came to its attention that without permission the respondents had severely pruned a tree (Tree) located on City property, which was adjacent to the respondents' property. The City says that this unauthorized pruning damaged the Tree and resulted in the City having to remove the Tree, grind the stump, and replace the Tree. While liability is assumed in this default decision, I must assess the value of the City's non-debt claims.

The City claims damages in the amount of \$2,781.08. As set out in the evidence provided to the tribunal that includes an appraisal, work order, and photographs of the damaged Tree, the City's claim is based on a \$2,387 appraised value plus \$394.08 as their calculation for removal and replacement of the Tree. The appraisal details the Tree's measurements as a key factor in the value. While some of the documentation is difficult to understand in isolation, based on the totality of the evidence before me I am satisfied that the applicant is entitled to an order of \$2,781.08 for its damages claim.

In accordance with the Act and the tribunal's rules, I order the respondents to pay the applicant the monetary order as set out in the preceding pages, which totals \$2,847.66. The respondents are jointly and severally liable for the amount ordered in this decision, which is payable immediately.

The applicant is entitled to any applicable post-judgment interest.

Under the Act, this decision is not enforceable without a validated copy of the associated Order. The tribunal cannot provide a copy of the Order until the time period for filing a Notice of Objection has expired, which is 28 days after the parties have received it and only if a Notice of Objection has not been filed. Accordingly, the tribunal will hold the associated Order until 40 days after the date of the decision and will only provide it if a Notice of Objection has not been filed.

Shelley Lopez, Vice Chair