



# Civil Resolution Tribunal

Date Issued: October 28, 2022

File: SC-2022-002120

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Price v. Accent Property Management Ltd.*, 2022 BCCRT 1184

BETWEEN:

TERRY ELAINE PRICE

**APPLICANT**

AND:

ACCENT PROPERTY MANAGEMENT LTD.

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Shelley Lopez, Vice Chair

## INTRODUCTION

1. This dispute is about a strata lot owner's request for information. The applicant owner, Terry Elaine Price, says the respondent strata manager, Accent Property

Management Ltd. (Accent), failed to respond to Ms. Price's request for particulars about an August 25, 2021 complaint letter Accent sent to Ms. Price, despite direction from the strata corporation (strata) to do so. The strata is not a party to this dispute. Ms. Price claims \$2,000 in damages, as discussed further below.

2. Accent says it only acted as agent for its client, the strata. Accent says it only owes a duty of care to the strata, not Ms. Price. Accent also says Ms. Price has since received the requested information and so there is nothing outstanding. Accent also alleges Ms. Price has failed to prove the claimed damages.
3. Ms. Price is self-represented. Accent is represented by its managing broker and owner, Geoffrey Halvorson.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states that 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.
5. CRTA section 39 says the CRT has discretion to decide the format of the hearing, 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. Bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
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 a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.

7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
8. Accent argues the CRT does not have jurisdiction over Ms. Price's claim against it, because Accent is a property manager. It appears Accent refers to the CRT's jurisdiction in strata property disputes, in respect of the *Strata Property Act* (SPA). Generally, strata managers do not owe strata lot owners duties under the SPA, so such claims would not fit within the CRT's strata property jurisdiction. However, this dispute was filed as a small claims dispute. Ms. Price claims \$2,000 in damages, and so in that respect I find the CRT has authority in its small claims jurisdiction over debt and damages. However, to the extent Ms. Price seeks an order that Accent provide additional information, the CRT had no jurisdiction to grant such an order in this small claims dispute, because it is a request for injunctive relief (an order to do or stop doing something) that is not provided for in the CRTA section 118. So, I decline to grant such a remedy. My decision below addresses Ms. Price's \$2,000 damages claim.

## **ISSUE**

9. The issue in this dispute is whether Accent owes Ms. Price \$2,000 in damages for allegedly failing to provide information or particulars about the contents of a complaint letter.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, as the applicant Ms. Price must prove her claim on a balance of probabilities (meaning "more likely than not"). I have read the parties' submitted documentary evidence and arguments but refer only to what I find relevant to provide context for my decision. Mr. Price did not submit any documentary evidence, despite having the opportunity to do so.

11. At the strata's request, Accent sent a letter of complaint to Ms. Price on August 25, 2021. For the purposes of this dispute, I find it unnecessary to describe the complaint's details. Ms. Price was unhappy about receiving the letter and wrote to Accent asking for details. She says Accent failed to respond to her request, either at all or in a timely way. In contrast, Accent says it only acted as the strata's agent and that it provided the information as directed by the strata's council. Accent also says all of the requested information has since been provided.
12. In this CRT dispute, Ms. Price claims \$2,000 in damages because she says the letter caused her "great anguish and frustration and time spent" trying to obtain the particulars from Accent and because she was not given a hearing within 4 weeks as required under the SPA.
13. I find Ms. Price's claim must fail for several reasons.
14. First, I find Accent's duty is owed to its client, the strata, and not to Ms. Price as an individual owner (see *Wong v. AA Property Management Ltd.*, 2013 BCSC 1551, 2013 BCSC 1551 at paragraph 66). I find at all material times Accent acted as the strata's agent and on the strata's instructions. Ms. Price had no contract with Accent. To the extent Ms. Price alleges Accent breached its property management contract with the strata, that is a claim for the strata to make against Accent, not Ms. Price. As noted, the strata is not a party to this CRT dispute.
15. Second, Ms. Price submitted no documentary evidence to support her assertion that her requests for information were made and were unanswered. Accent denies it failed to reasonably respond and says it communicated the strata's instructions as required.
16. Third, Ms. Price's \$2,000 claim for damages is unsupported by any evidence, such as medical records. Even if Ms. Price had established a claim against Accent for failing to respond to her requests, in the absence some supporting evidence I find any delay was at most a minor inconvenience, which would not warrant damages.
17. Finally, to the extent Ms. Price complains about the letter's contents, there is no suggestion and no evidence that Accent was responsible for the contents. That

responsibility was the strata council's. Similarly, the duty to hold a hearing under SPA section 34.1 lies with the strata, not with the strata manager. Given all the above, I dismiss Ms. Price's claim.

18. Under section 49 of the CRTA and the CRT's rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. As Ms. Price was unsuccessful, I find she is not entitled to reimbursement of CRT fees. Accent did not pay CRT fees and no dispute-related expenses are claimed so I make no order for them.

## **ORDER**

19. I dismiss Ms. Price's claims and this dispute.

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Shelley Lopez, Vice Chair