



# Civil Resolution Tribunal

Date Issued: December 5, 2023

File: SC-2022-008640

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Montane Developments Ltd. v. Burditt*, 2023 BCCRT 1061

BETWEEN:

MONTANE DEVELOPMENTS LTD.

**APPLICANT**

AND:

BRYN BURDITT

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Peter Mennie

## INTRODUCTION

1. This is a dispute about a rent charge for a property in the East Kootenay region of British Columbia.

2. The applicant, Montane Developments Ltd. (Montane), charges an annual fee to members of the community for local trail maintenance, snow removal, and other services. The respondent, Bryn Burditt, owns a property in this community.<sup>1</sup>
3. Montane says Bryn Burditt has not paid their annual fee for 2022 and claims \$895 plus tax for a total of \$939.75.
4. Bryn Burditt says that Montane is required to charge the annual fee according to Montane's costs to provide its services to the community. They say Montane failed to provide an accounting of its costs so they should not have to pay.
5. Montane is represented by an employee. Bryn Burditt is self-represented.

## **JURISDICTION AND PROCEDURE**

6. 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). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
7. Section 39 of the CRTA 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. Further, 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.
8. Section 42 of the CRTA 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.

9. 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.

### ***Late evidence***

10. Montane provided evidence after the deadline set by CRT staff. CRT staff provided Bryn Burditt with an opportunity to review and respond to Montane's late evidence though they chose not to do so. I find there is no prejudice in allowing the late evidence. Consistent with the CRT's flexible mandate, I have allowed and considered this late evidence.

### **ISSUE**

11. The issue in this dispute is whether Bryn Burditt must pay Montane \$939.75.

### **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, the applicant Montane must prove its claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. Bryn Burditt did not submit any documentary evidence despite having the opportunity to do so.
13. It is undisputed that Montane has a rent charge registered against Bryn Burditt's property. Montane provided a copy of the rent charge which states that the property's owners will pay Montane \$895 plus tax per year. In return, the rent charge says that Montane will provide services to the community such as trail maintenance, snow removal, and playground/sports field maintenance.
14. Bryn Burditt says the "disclosure statements" say that Montane must charge the annual fee according to Montane's operating costs. I infer that Bryn Burditt is referring to the property disclosure statement provided when they purchased their property.

However, as noted above, Bryn Burditt did not submit any documentary evidence and I have no way of knowing what is written in their property disclosure statement.

15. I find that the rent charge registered against Bryn Burditt's property requires them to pay \$895 plus tax annually. The rent charge's annual fee is stated as a specific dollar figure and is not based on Montane's costs. Bryn Burditt has not provided any document or other evidence to show that Montane must charge the annual fee based on its costs. So, I order Bryn Burditt to pay Montane \$939.75 for their 2022 annual fee.
16. The *Court Order Interest Act* applies to the CRT. There is no evidence about when Montane should have been paid, so I find that Montane is entitled to pre-judgment interest on the \$939.75 from November 9, 2022, the date Montane filed its application for dispute resolution, to the date of this decision. This equals \$40.44.
17. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find that Montane was successful and is entitled to reimbursement of \$125 in CRT fees. Neither party claimed any dispute-related expenses.

## **ORDERS**

18. Within 30 days of the date of this order, I order Bryn Burditt to pay Montane a total of \$1,105.19, broken down as follows:
  - a. \$939.75 as debt,
  - b. \$40.44 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$125 in CRT fees.
19. Montane is entitled to post-judgment interest, as applicable.

20. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Peter Mennie, Tribunal Member

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<sup>1</sup> The CRT has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure the CRT respectfully addresses them throughout the process, including in published decisions. The respondent did not provide their title or pronouns so I will refer to them as Bryn Burditt and will use gender neutral pronouns for them throughout this decision, intending no disrespect.