



Civil Resolution Tribunal

Date Issued: February 5, 2025

File: SC-2023-010677

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Ferdowsi v. Omranzadeh*, 2025 BCCRT 165

B E T W E E N :

MOHSEN FERDOWSI

APPLICANT

A N D :

HAMIDREZA OMRANZADEH and FATEMEH SHAIGANFARD

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about strata corporation (strata) bylaw fines. The applicant, Mohsen Ferdowsi, is the former landlord of the ex-tenant respondents, Hamidreza Omranzadeh and Fatemeh Shaiganfard. The applicant says he paid strata fines levied against the respondents. He claims reimbursement of \$1,200.

2. The respondents deny liability. They say they agreed to pay some of the fines in instalments. They allege that the applicant breached this agreement. They also allege that the applicant breached their tenancy agreement and the *Residential Tenancy Act* (RTA).
3. The applicant represents himself. The respondents represent themselves.
4. For the reasons that follow, I find the applicant has proven his claims.

JURISDICTION AND PROCEDURE

5. 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. In resolving disputes, the CRT must apply principles of law and fairness.
6. Section 39 of the CRTA says the CRT has discretion to decide the hearing's format, 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.
7. 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 court.
8. 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.

9. The respondents say that the Residential Tenancy Branch (RTB) issued 2 decisions about the bylaw fines. This is inaccurate. In a July 2, 2024 decision, the RTB said it lacked jurisdiction to decide this issue. It explained that the fines were not covered under the RTA, its regulations, or the tenancy agreement. The other decision of March 1, 2023, reviewed on March 10, 2023, is about a one-month notice to end tenancy for cause.
10. Given the above, I find this issue is not previously decided. I find I have jurisdiction over this dispute under CRTA section 118 and the CRT's strata property claims jurisdiction under CRTA section 121(1) as well. I consider its merits below.

ISSUE

11. The issue in this dispute is whether the respondents must reimburse the applicant \$1,200 for bylaw fines.

BACKGROUND, EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the applicant must prove his 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. The applicant did not provide final reply submission though he had the opportunity to do so.
13. I begin with the undisputed background. The applicant owns a strata lot and uses it as a rental property. A realtor, AD, manages it for him.
14. The respondents were previously the applicant's tenants. The parties did not provide a copy of their tenancy agreement. RTB decisions show that the respondents' tenancy began on October 1, 2020 and ended on September 30, 2023, following an RTB order resulting from unpaid rent and utilities.
15. During the respondents' tenancy, the strata fined the respondents 5 times for breaching parking bylaws. These are shown in the applicant's statement of account

from the strata. The correspondence shows they were for the following amounts and incidents:

- a. \$200 for parking in a handicap stall on June 8, 2022,
 - b. \$200 for parking in a handicap stall on June 9, 2022,
 - c. \$200 for parking in a handicap stall on June 20, 21, and 22, 2022,
 - d. \$200 for parking in a handicap stall on June 23, 2022, and
 - e. \$200 for charging a vehicle in the visitor parking area on September 25, 2022.
16. The statement of account also shows the strata levied a further fine of \$200 against the respondents in February 2023. The strata's correspondence indicates this was for using abusive language in breach of the bylaws on December 8 and 9, 2022. The fines total \$1,200, which equals the claim amount.
17. The applicant says he paid the fines at some point. I find this is likely true. AD wrote in a January 9, 2023 email to the respondents that the applicant had done so, corroborating the applicant's submission. The respondents do not dispute this.

Must the respondents reimburse the applicant \$1,200 for bylaw fines?

18. Section 131(1) of the Strata *Property Act* (SPA) says that if a strata corporation fines a tenant, the strata corporation may collect the fine from the tenant, the landlord, or the owner of the strata lot. Section 131(2) says that if the landlord or owner pays some or all of the fine, the tenant owes the owner that amount.
19. I have found that the applicant paid fines of \$1,200. So, I find the applicant is entitled to reimbursement under SPA section 131(2). I order the respondents to pay this amount as a debt owing to the applicant.
20. The respondents allege that the applicant breached an agreement to accept reimbursement in instalments. The respondents appear to be referring in part to a January 9, 2023 email. In it, Hamidreza Omranzadeh wrote to the applicant that they would pay \$1,000 over the course of 5 months, from January 31 to May 31,

2023. They said this was, “According to the agreement we had together”. I note the respondents submit they offered to provide 6 cheques, but the emails only indicate 5 cheques for \$200 each.

21. I find it unproven there was a binding agreement. In an emailed reply from the same date, the applicant denied any such agreement between himself or AD and the respondents. Furthermore, the instalment amounts are less than the total fines. I find it unlikely the applicant would have agreed to an amount less than what he paid the strata.
22. Even if the applicant breached the alleged agreement, I still find the respondents would have to reimburse the applicant. The agreement was largely about the timing of the payments rather than the respondents’ liability for the fines.
23. The respondents raise other issues about the tenancy. For example, they allege that the applicant raised rent illegally and failed to provide proper notice to end the tenancy. I find these issues are under the RTA and within the exclusive jurisdiction of the RTB. In addition to that, Fatemeh Shaiganfard submits that there is already a legal proceeding about these issues under review at the BC Supreme Court. So, I make no findings about them.
24. The respondents also say they suffered loss because of “weak management” by the strata. I find this irrelevant to this dispute.
25. The *Court Order Interest Act* applies to the CRT. The applicant is entitled to pre-judgment interest on the debt of \$1,200 from January 9, 2023, the approximate date of the applicant’s payment to the strata, to the date of this decision. This equals \$120.40.
26. 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 the applicant is entitled to reimbursement of \$125 in CRT fees.

27. The respondents claimed \$100 in registered mail fees in connection with the RTB. I dismiss this claim because 1) the respondents were unsuccessful and 2) these fees were not incurred in connection with this dispute.

ORDERS

28. Within 30 days of the date of this decision, I order the respondents to pay the applicant a total of \$1,445.40, broken down as follows:

- a. \$1,200 as reimbursement for paid bylaws fines,
- b. \$120.40 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 CRT fees.

29. The applicant is entitled to post-judgment interest, as applicable.

30. I dismiss the respondents' claims for reimbursement of CRT fees.

31. This is a validated decision and order. 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.

David Jiang, Tribunal Member