



Civil Resolution Tribunal

Date Issued: April 15, 2025

File: SC-2023-012395

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lau v. Beh*, 2025 BCCRT 477

B E T W E E N :

CYRIL LAU

APPLICANT

A N D :

KIM HOE BEH

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Douglas Merchant

INTRODUCTION

1. The applicant, Cyril Lau, owns a strata lot directly below a strata lot owned by the respondent, Kim Hoe Beh. The applicant says that the respondent negligently allowed their bathtub to overflow, causing damage in the applicant's strata lot. The applicant claims \$1,694.74 for repair costs.

2. The respondent denies owing the applicant anything because the applicant had the repairs done without involving the respondent or allowing the respondent's contractors to do the repairs. The respondent estimates the repairs were only \$200 to \$300.
3. Both parties are self-represented.
4. For the reasons that follow, I allow the applicant's claim.

JURISDICTION AND PROCEDURE

5. The Civil Resolution Tribunal (CRT) has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). 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. These are the CRT's formal written reasons.
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. There were three items of evidence submitted by the applicant which I was unable to open. I asked the applicant to re-submit the items and then asked the respondent for further submissions on that evidence, which were received. The additional submissions simply restated the previous submissions, so I did not seek any further reply from the applicant.

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.

ISSUES

9. The issues in this dispute are:
 - a. Was the claim filed within the *Limitation Act* time limit?
 - b. Is the respondent liable for damage to the applicant's strata lot?
 - c. Are the damages claimed reasonable?

EVIDENCE AND ANALYSIS

10. 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.

Was the claim filed within the Limitation Act time limit?

11. Although not raised with respect to the *Limitation Act*, the respondent has taken issue with the amount of time that passed before becoming aware of the applicant's claim. I have considered this in the context of the *Limitation Act*. I find that the applicant's claim was brought within the time limit.
12. Section 13 of the CRTA says that the *Limitation Act* applies. Section 6 of the *Limitation Act* says that the basic limitation period to file a claim is two years after the claim is "discovered". At the end of the two-year limitation period, the right to bring a claim ends.
13. Section 8 of the *Limitation Act* says a claim is discovered on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the

claim may be made, and that a court or tribunal proceeding would be an appropriate way to remedy the damage.

14. I find that the applicant discovered his claim on December 7, 2021, the day of the incident. The limitation date to file a claim was therefore December 7, 2023.
15. CRTA section 13.1 says the basic limitation period under the *Limitation Act* does not run after an applicant requests dispute resolution under CRTA section 4. CRTA section 4(2) says a request for resolution must be made in the manner required under the CRT's rules, and with payment of any applicable fees.
16. Here, the applicant submitted his application for CRT dispute resolution and paid the applicable fee on December 4, 2023. Therefore, the claim was filed within the 2 year time limit. So, I consider the applicant's claim below.

Is the respondent liable for damage to the applicant's strata lot?

17. I find that the respondent is liable for water damage to the applicant's strata lot.
18. The strata bylaws are in evidence and undisputed. Bylaw section 42(9)(v) makes an owner liable for anything that happens within their strata lot that causes damage to another strata lot and is not covered by strata insurance. This specifically includes damage caused directly or indirectly by toilets, sinks and bathtubs.
19. As noted, the respondent owns the strata lot directly above the applicant's strata lot.
20. On December 7, 2021, the applicant became aware of water leaking into his strata lot. An investigation by the strata corporation found that the water was coming from the respondent's strata lot.
21. The strata corporation hired a restoration company to investigate the cause and extent of the water damage. A summary of emergency services carried out by the restoration company is included in the evidence and confirms that the water's source was an overflowing bathtub in the respondent's strata lot. The restoration company's evidence is not disputed, and the respondent does not dispute that this

is what caused the water overflow and subsequent damage to the applicant's strata lot.

22. In evidence is a letter from the strata corporation to the applicant which confirms the damages will not be covered by the strata corporation's insurance. This letter is undisputed as well.
23. Therefore, I find that under the strata bylaws, the respondent is liable for the water damage to the applicant's strata lot.

Are the damages claimed reasonable?

24. I find that the applicant is entitled to damages in the amount claimed.
25. The restoration company hired by the strata corporation prepared a repair estimate for the damage to the applicant's strata lot in the amount of \$1,671.90. That estimate included a detailed breakdown of the repairs necessary and work involved. It also contained many photographs of the damage and areas which required repairs.
26. The applicant says he attempted to contact the respondent through mail and email several times without success. Eventually he went ahead and had the repairs done in April 2022. He provided in evidence the \$1,694.72 invoice for the repairs.
27. I note that the invoiced amount for the repairs done appears to be slightly higher than the estimate provided by the restoration company. However, the estimate does not include GST, which the repair invoice does. Taking that into account, the completed repairs cost slightly less than the restoration company's estimate.
28. The respondent says that based on the photos, the repairs appear to be "minor" and says that "my contractor" would cost \$200 to \$300. The respondent has not provided a quote or estimate in support of that suggested range. Further, the respondent has not provided any evidence as to why the restoration company's estimate and cost or the work actually done are not reasonable.

29. The respondent also argues that the applicant did not involve the respondent in the repairs and because the respondent was not allowed to participate, the applicant should not be entitled to recover anything. However, the applicant is not required to allow the respondent to do the repairs directly.
30. Instead, the applicant is required to prove that the amount of damages claimed was reasonable to carry out the necessary repairs, and I find that he has done that.
31. Given the evidence submitted, I find that the repair cost claimed is reasonable and the applicant is therefore entitled to the claimed \$1,694.72.
32. The *Court Order Interest Act* applies to the CRT. I find that the applicant is entitled to interest from April 11, 2022, the invoice's date, to the date of this decision. This equals \$198.95.
33. 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. The applicant also claimed fees for obtaining records from the strata corporation, but did not specify an exact amount or provide evidence of the expense. I therefore do not order anything for reimbursement of dispute-related expenses.

ORDERS

34. Within 30 days of the date of this decision, I order the respondent, Kim Hoe Beh, to pay the applicant, Cyril Lau, a total of \$2,018.67, broken down as follows:
- a. \$1,694.72 in damages,
 - b. \$198.95 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$125 in CRT fees.

35. The applicant is entitled to post-judgment interest, under the *Court Order Interest Act*, as applicable.
36. 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.

Douglas Merchant, Tribunal Member