



Civil Resolution Tribunal

Date Issued: July 11, 2025

File: SC-2024-005652

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Abramson v. Leskie*, 2025 BCCRT 946

B E T W E E N :

LANEY ABRAMSON

APPLICANT

A N D :

LIANA LESKIE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner, Vice Chair

INTRODUCTION

1. Laney Abramson lives directly below Liana Leskie in a strata corporation. Ms. Abramson says that water leaked from Ms. Leskie's bathroom and caused a stain on her bathroom ceiling. Ms. Abramson claims reimbursement of \$798.22 in expenses to investigate and repair the stains.

2. Ms. Leskie says she found no sign of a leak coming from her suite and denies responsibility for the claimed expenses.
3. Ms. Abramson is self-represented. Ms. Leskie is represented by a family member who is not a lawyer.

JURISDICTION AND PROCEDURE

4. 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.
5. The CRTA gives the CRT 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 to provide proportional and speedy dispute resolution, 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 court.

ISSUE

7. The issue is whether Ms. Leskie is responsible for the stain on Ms. Abramson's bathroom ceiling.

EVIDENCE AND ANALYSIS

8. As the applicant in this civil dispute, Ms. Abramson must prove her claims on a balance of probabilities, which means more likely than not. I have read all the parties' submissions and evidence but refer only to what I find is necessary to explain my decision.
9. On January 31, 2024, Ms. Abramson noticed a stain on the ceiling in her guest bathroom. She phoned Ms. Leskie about it, and Ms. Leskie advised that there was no sign of a leak or any water on her bathroom floor. As a precaution, Ms. Abramson contacted her insurance company, and an adjuster arranged for First Response DKI to inspect the damage.
10. Ms. Abramson provided DKI's site visit report, dated February 5, 2024. The report's author stated they found no dripping water, and after performing thermal imaging and other inspections, they found all ceiling and wall areas were dry with no signs of current water leakage from above. The author concluded that while speculative, the stain was "quite likely" from a one-time water release from the suite above.
11. Ms. Abramson ultimately re-painted her bathroom ceilings. She claims \$157.50 for DKI's inspection, \$618 for the painting, and \$22.72 for sending Ms. Leskie a demand letter by registered mail.
12. I do not accept DKI's report as expert evidence. CRT rule 8.3(2) requires an expert to state their qualifications in any written expert opinion. The report's author, Eric Ewert, did not set out their job title, or their background, education, or expertise. In any event, they expressly admitted that concluding the water came from Ms. Leskie's suite was "only speculation". So, I find that DKI's report is insufficient to establish that the stain was caused by water escaping from Ms. Leskie's strata lot.
13. That said, even if I accepted that the water escaped from Ms. Leskie's strata lot, I would dismiss Ms. Abramson's claim. My reasons follow.

14. In small claims disputes involving water leaks in a strata building, absent an applicable strata bylaw, which is not argued here, an applicant must show that the respondent is liable in either negligence or nuisance.
15. To succeed in negligence, Ms. Abramson must show that Ms. Leskie owed her a duty of care, that Ms. Leskie breached the applicable standard of care, and that Ms. Abramson experienced a loss caused by that breach (see: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27). Other CRT decisions have found the standard of care for neighbouring strata lots is reasonableness (see for example *De Angelis v. Dodd*, 2023 BCCRT 69 and *Burris v. Stone et al*, 2019 BCCRT 886). While these decisions are not binding on me, I find this standard of care applicable to Ms. Leskie.
16. A nuisance occurs when someone unreasonably interferes with the use or enjoyment of another person's property. Where a person does not intentionally create a nuisance, they will only be liable if they either knew or reasonably should have known about the potential nuisance and failed to do anything to prevent it (see: *Theberge v. Zittlau*, 2000 BCPC 225).
17. I find that to prove either negligence or nuisance, Ms. Abramson must establish that Ms. Leskie knew or should have known about water leaking from her strata lot and unreasonably failed to prevent or respond to it in a timely manner.
18. So, the fact that water escaped does not automatically mean Ms. Leskie is responsible. The standard is not perfection. There must be some evidence that Ms. Leskie's actions or failure to act fell below a reasonable standard and caused the loss.
19. Here, there is no suggestion that Ms. Leskie intentionally allowed water to escape into Ms. Abramson's strata lot. There is also no evidence about how any water leaked from Ms. Leskie's strata lot, if that is what occurred. Notably, Ms. Abramson cannot even say when the alleged leak occurred. Given this lack of evidence, I find Ms. Abramson has not established that Ms. Leskie's actions fell below those of a

reasonable strata lot owner. In other words, I find Ms. Abramson has not proved Ms. Leskie is liable in either negligence or nuisance.

20. For these reasons, I find Ms. Leskie is not responsible for Ms. Abramson's claimed expenses. I dismiss Ms. Abramson's claims.

21. 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. While Ms. Leskie was successful, she did not pay any fees. I dismiss Ms. Abramson's claim for reimbursement of CRT fees. Neither party claims dispute-related expenses.

ORDER

22. I dismiss Ms. Abramson's claims.

Kristin Gardner, Vice Chair