



Civil Resolution Tribunal

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Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Brown v. The Maples Housing Co-operative*, 2021 BCCRT 1

B E T W E E N :

BEVERLY BROWN and KYLE SKINNER

APPLICANTS

A N D :

THE MAPLES HOUSING CO-OPERATIVE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about a request for a housing co-operative's documents.
2. The applicants, Beverly Brown and Kyle Skinner, are occupants of the respondent housing co-operative, The Maples Housing Co-operative (co-op). The applicants say the co-op attempted to terminate Ms. Brown's membership in June 2020, and they

request copies of the documents the co-op's board of directors (board) used to make that decision. Their Civil Resolution Tribunal (CRT) dispute application includes a detailed list of requested documents, which I discuss below.

3. The parties agree that Ms. Brown followed the co-op's internal process to appeal the board's termination decision to the co-op's general membership. The parties also agree that the appeal succeeded at an October 29, 2020 general membership meeting, so Ms. Brown is no longer facing termination.
4. The co-op says Mr. Skinner was never a co-op member, so he has no standing to make his claims. The co-op also says Ms. Brown has already been provided with all documents that she is entitled to examine, so her claim for additional documents should be dismissed.
5. Ms. Brown represents the applicants in this dispute. The co-op is represented by its business contact, AF.

JURISDICTION AND PROCEDURE

6. These are the CRT's formal written reasons. The CRT has jurisdiction over certain cooperative association claims under section 125 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
7. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, email or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.
8. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The

CRT may also ask the parties and witnesses questions and inform itself in any way it considers appropriate.

9. Under section 127 of the CRTA and the CRT rules, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

Claims About Membership Termination and Renovations

10. Much of the applicants' evidence and submissions relate to the following:
 - Events leading up to the board's June 2020 decision to terminate Ms. Brown's co-op membership, including renovations to the applicants' unit.
 - Whether the board was entitled to terminate Ms. Brown's membership.
 - Whether the board followed fair and appropriate procedures in attempting to terminate Ms. Brown's membership.
11. In their submissions, the applicants ask the CRT to order the co-op give particulars about alleged conduct giving rise to the membership termination, and to make orders preventing future "unfair" actions and decisions.
12. CRTA section 126(2)(a) says the CRT does not have jurisdiction to decide any claim about termination of membership in a cooperative association. This is repeated in section 159.5(3) of the *Cooperative Association Act* (CAA), which says a person cannot apply to the CRT for dispute resolution "with respect to any matter relating to the termination of membership in a housing or community service cooperative." Based on this legislation, I have not considered the issue of membership termination in this decision. Rather, my decision is confined solely to the issue of what documents the applicants are entitled to, if any.
13. The applicants also ask for an order that the co-op perform renovations to their unit. This was not a claim set out in the Dispute Notice that started this CRT proceeding, and there is no remedy about renovations requested in the Dispute Notice. While it was open to the applicants to request permission to amend the Dispute Notice and

add a claim about renovations, they did not. For that reason, I make no findings or decision about renovations as part of this dispute.

ISSUES

14. The issues in this dispute are:

- a. Does Mr. Skinner have standing to make the claim in this dispute?
- b. Must the co-op provide the requested documents to the applicants?

EVIDENCE AND ANALYSIS

15. I have read all the evidence and submissions provided but refer only to that which I find relevant to provide context for my decision. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities.

Mr. Skinner's Standing

16. The co-op says Mr. Skinner was never a co-op member. The applicants have not disputed this or provided contrary evidence, so I accept that Mr. Skinner is and was not a co-op member.

17. The co-op says that since Mr. Skinner was never a co-op member, he has no entitlement (standing) to make his claims for production of co-op documents.

18. Section 159.5 of the CAA sets out who may make a cooperative association claim to the CRT. Sections 159.5(2)(a) and (b) say that any person who claims to be entitled under CAA sections 130 and 132 to examine, take extracts from, and receive copies of a housing cooperative's records may ask the CRT to resolve that claim.

19. I find that the applicants' claims fall under CAA sections 130 and 132. Therefore, based on CAA section 159.5(2), I find Mr. Skinner does have standing to be an applicant in this dispute because he is a person who claims to be entitled to

documents under CAA sections 130 and 132. However, as I discuss below, his status as a non-member is relevant in determining what documents he is entitled to.

Document Disclosure

20. CAA section 128 sets out a detailed list of the records a cooperative association must keep.
21. CAA section 129 specifies that certain records are available to directors. Since neither of the applicants are or were directors of the co-op, I find section 129 does not apply.
22. CAA section 130 governs who may examine co-op records. CAA section 130(2) says, in part, that every co-op member, shareholder, or debentureholder may examine and take extracts from the records listed in section 128, without charge.
23. CAA section 130(4) says that if an association is not a reporting association, any person may examine and take extracts from the association's records referred to in section 128(1), without charge. "Reporting association" is defined in CAA section 1(1) as an association that was a reporting association under previous legislation, or a community service association that has been ordered to be a reporting association under CAA section 178.2. I find the respondent co-op is not a reporting association, and note the parties did not submit otherwise.
24. CAA section 132 says that any person entitled to examine a record is also entitled to a copy of that record, upon payment of a reasonable charge. Cooperative Association Regulation (Regulation) section 6(1) says the maximum fee is 25 cents per page.
25. Finally, CAA section 131 says that a cooperative association may set reasonable restrictions on examination of records by anyone other than a director, by passing an ordinary resolution. However, there is no evidence or submission before me indicating that the co-op has passed such a resolution. I therefore find section 131 does not apply to this dispute.
26. Reading the provisions of CAA section 130 together, they mean that any person is entitled to access those co-op records that are listed in CAA section 128(1), but only

members, shareholders, and debentureholders are entitled to the records listed in CAA section 128(2), since section 130(4) refers to “any person” accessing records listed in section 128(1) only.

27. Given that the board’s decision to terminate Ms. Brown’s co-op membership was successfully appealed, I find she was a member at all relevant times for the purpose of CAA section 130. This means she was entitled to access all records listed in CAA section 128, upon request. Since Ms. Brown’s entitlement to records as a member is broader than Mr. Skinner’s entitlement as a non-member, I have considered her entitlement in this decision. For the same reason, and since they are co-applicants, I find it is not necessary to consider Mr. Skinner’s entitlement separately.
28. The applicants initially said they needed the requested records in order to contest the board’s decision to terminate Ms. Brown’s membership. Since the membership was ultimately not terminated, that underlying reason no longer applies. However, I find that entitlement to records under CAA does not change depending on the reason for the request. An applicant’s entitlement is based on their status, such as member, non-member, director, or shareholder. I therefore find the reason for why the applicants requested the records is not determinative of their entitlement. Also, the applicants submit they now seek the documents for other reasons, so I find their request, and this dispute, are not moot.
29. The records the applicants request are listed in the Dispute Notice. Part of their request is for copies of all co-op “governing documents”, which they list as rules, occupancy agreement, *Cooperative Association Act*, and all federal and provincial legislation that applies. I find these documents have either already been provided as evidence in this dispute, or are publicly available on the internet. I therefore do not order the co-op to provide any of them.
30. I have summarized the remaining list as follows, in order to remove duplicate requests:
 - Budgeted costs for capital upgrades for all 31 units and a per unit cost, including re-piping, bathtub replacement, bathroom vanities, and flooring

- Copies of all correspondence between Spice, the co-op board and the co-op's legal counsel
- Co-op contract with Columbus Construction
- Columbus Construction's warranty
- Detailed invoice for the scope of work and time lost for Columbus Construction
- Co-op contract with Alpha & Omega, as well as Alpha & Omega's schedule, notices for entry, and invoice for the cost of finishing the re-piping and bathtub
- A copy of the contract between Spice and the Maples Cooperative
- All other contracts held by the co-op for the last 10 years
- A copy of an updated members' manual with all additions for the last 10 years
- A list of the co-op's board members for the last 10 years
- A list of the co-op's members for the last 10 years
- A copy of the City of Maple Ridge (City) permit to do the re-piping and bathroom tub replacements
- Copies of the City's inspection and re-inspections, and detailed costs of each
- A copy of the co-op's contract and retainer with its legal counsel
- A copy of the report from the engineer to state there is no asbestos in the co-op's drywall
- All co-op resolutions for the last 10 years, including special resolutions and consent resolutions
- A copy of the board's December 4, 2019 resolutions about capital projects in the applicants' unit

- Physical evidence, including photos, that all 31 units in the co-op are “standardized”
- The number of units vacant
- The housing waitlist
- Neutral 3rd party investigation in added costs accrued for the removal of a piece of drywall, with quotes from 3 independent contractors

31. As previously stated, Ms. Brown is entitled to copies of all records listed in CAA section 128. She is not entitled to any records beyond those listed in section 128.

32. Of the above list, I find the only records included in CAA section 128 are the register of members, the register of directors, and special resolutions filed with the registrar. Section 128 does not require the co-op to retain or provide correspondence, invoices, budgets, warranties, waitlists, members’ manuals, or municipal documents. The only contracts listed in section 128 are “written contracts under which the association has allotted any shares for a consideration other than cash”. I find this does not apply to the contracts requested by the applicants, so they are not entitled to any contracts.

33. Section 128(1) says the co-op must retain its register of members and its register of directors. The CAA and Regulation do not specify that an association must retain past registers of members or directors, so I find the co-op is only required to maintain and provide its current registers. For this reason, I deny the applicants’ request for membership and director’s lists for the past 10 years. Instead, I order the co-op to provide its current registers of members and register of directors.

34. In the Dispute Notice, the applicants request copies of all special resolutions from the past 10 years. Section 128(1)(l) says an association must keep a copy of every document or other record filed with the registrar relating to the association. Section 139(1) says an association must file with the registrar 2 copies of every special resolution required by sections 68 (2), 71 (2), 191 (3) (a) and 197 (1) (a). Thus, there may be some special resolutions that the co-op filed with the registrar in the past 10 years. However, in Ms. Brown’s original request to the co-op, she specifically said

she wanted “Any and all special resolutions that reference me or my unit.” The co-op denies that any such special resolutions exist. Since Ms. Brown did not provide any contradictory evidence or submission on this point, I do not order the co-op to disclose any special resolutions.

35. Other than the orders to disclose the registers of current members and directors, I dismiss the remainder of the applicants’ claim. I find the other records they seek are not listed in CAA section 128, and so the co-op is not required to keep or provide them.
36. The co-op submitted that the applicants’ entitlement to some records is limited by the *Personal Information Protection Act* (PIPA). I agree that PIPA applies to the co-op. PIPA section 18(1)(o) says an organization may disclose personal information about an individual without their consent if the disclosure is required or authorized by law. As previously explained, I find that CAA section 130 requires the co-op to disclose the records listed in section 128 to Ms. Brown. I therefore find disclosure of the registers of members and directors is not prohibited under PIPA.

CRT FEES AND EXPENSES

37. The applicants did not pay any CRT fees, so no reimbursement applies. The applicants claim reimbursement for money orders and courier fees, as dispute-related expenses. However, it is unclear from the evidence that these expenses arose in relation to the specific issue in this dispute, which is about disclosure of records. Rather, I find it more likely that the claimed expenses relate to the dispute about membership termination, which is outside the CRT’s jurisdiction. I therefore order no reimbursement of dispute-related expenses.

ORDERS

38. I order that within 2 weeks of this decision, the co-op must provide Ms. Brown with the following records:
 - a. The current register of members.

b. The current register of directors.

39. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Kate Campbell, Vice Chair