



Civil Resolution Tribunal

Date Issued: November 26, 2021

File: CS-2020-008506

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Canuel v. Rainbow Community Estates Association*,
2021 BCCRT 1248

BETWEEN:

RUSSELL CANUEL

APPLICANT

AND:

RAINBOW COMMUNITY ESTATES ASSOCIATION

RESPONDENT

AND:

RUSSELL CANUEL

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. The applicant, Russell Canuel, is a member of the respondent society, Rainbow Community Estates Association (RCEA).
2. Mr. Canuel says RCEA wrongly assumed that his son was living with him, and that Mr. Canuel was conducting a recreational vehicle (RV) rental business on RCEA property contrary to RCEA's bylaws. He says RCEA improperly fined him as a result. Mr. Canuel also says RCEA has failed to enforce its pet and fence bylaws against other RCEA members. Finally, Mr. Canuel says RCEA has failed to provide him with monthly minutes and financial reports.
3. Mr. Canuel seeks the following orders:
 - a. RCEA remove \$1,400 in fines against him as his son does not live with him,
 - b. RCEA remove \$1,800 in fines against him regarding his RV,
 - c. RCEA enforce bylaws 3.6 and 4.14, and
 - d. RCEA provide Mr. Canuel with minutes and financials.
4. RCEA disputes Mr. Canuel's claims and filed a counterclaim. RCEA says Mr. Canuel's son lived with him between September 2020 and January 2021, contrary to RCEA's rules, and Mr. Canuel continues to run an RV rental business on RCEA property, contrary to Mr. Canuel's sublease. RCEA seeks orders that Mr. Canuel pay RCEA;
 - a. \$1,400 in fines for Mr. Canuel's son living with him,
 - b. \$3,000 in fines for operating an RV rental business on RCEA property, and
 - c. Any further fines that accrue against Mr. Canuel for operating an RV rental business between the date of RCEA's Dispute Notice and the date of this decision.
5. Mr. Canuel is self-represented. RCEA is represented by a lawyer.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over certain societies claims under section 129 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says 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, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
7. CRTA section 39 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 and fairness.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
9. Under CRTA section 131 , 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.

Late Evidence

10. RCEA submitted late evidence in this dispute, which consists of RCEA's bylaws, rules and regulations, and sub-lease agreement with Mr. Canuel. I admit this late evidence as it is relevant and because Mr. Canuel was provided an opportunity to review and respond to it.

11. Mr. Canuel also asked CRT staff to admit further late evidence in this dispute, after the time for submitted evidence had passed, and after I was assigned this dispute. CRT staff provided me with the late evidence, which consists of one short video of a dog on a driveway. Although the dog in the video may be the same dog at issue in Mr. Canuel's claim that RCEA did not enforce its pet bylaws, I find that the video is not relevant because it does not prove or disprove any issues in this dispute, namely, whether the dog is over height contrary RCEA's "rules and regulations" (rules). Given the video is not relevant, its late submission, and considering the CRT's mandate for speedy and efficient resolution of disputes, I decline to admit this late evidence. I did not provide it to RCEA or ask the parties to provide submissions on it.

RCEA's bylaws and rules

12. Mr. Canuel says that RCEA has fined him for bylaw contraventions, and failed to enforce its pet and fence bylaws against other RCEA members. Although Mr. Canuel refers to bylaws 1.2, 3.6 and bylaw 4.1, I find there is no bylaw 1.2, 3.6 or 4.1. Bylaw 1(2) is about SA definitions. Bylaw 3 and 4 are about membership, and do not mention pets or fences. RCEA says that Mr. Canuel is referring to the rules, and not the bylaws. Rule 1.2 sets the minimum age for RCEA members. Rule 3.6 and 4.1 are about pets and fences. So, despite Mr. Canuel's use of the term "bylaw" throughout his submissions, I infer that his claims against RCEA relate to the rules, rather than the bylaws, and I have referred to them as such in this decision.

ISSUES

13. The issues in this dispute are:

- a. Whether RCEA has authority under the SA and its bylaws to fine Mr. Canuel for contravening the rules or Mr. Canuel's sublease,
- b. Whether Mr. Canuel contravened the rules or his sublease, and whether he must pay the RCEA fines,

- c. Whether RCEA has failed to enforce its pet and fence rules against another member, and if so, what is the appropriate remedy, and
- d. Whether RCEA must provide records to Mr. Canuel.

EVIDENCE AND ANALYSIS

- 14. In a civil claim such as this one, the applicants, whether by claim or counterclaim, have the burden of proving their claims on a balance of probabilities (meaning “more likely than not”).
- 15. RCEA was incorporated in 1987 under the *Society Act* (old act). The old act was replaced with the *Societies Act* (SA) on November 28, 2016. The SA created a special category of member-funded society that did not exist under the old act. After the SA came into effect, there was a 2-year transition period where all pre-existing societies had to electronically re-file their constitution and bylaws with BC Registry Services.
- 16. RCEA refiled their constitution and bylaws as a member-funded society under the SA on August 24, 2017. According to its constitution, RCEA’s purpose is to manage and operate a mobile home park for residents over 40 years of age, including providing recreation and entertainment activities. The applicable bylaws are those filed with BC Registry Services on August 24, 2017.
- 17. Mr. Canuel and RCEA entered into a sublease on October 12, 2017. RCEA’s bylaws were attached to the sublease. RCEA’s rules were also attached to the sublease and signed by Mr. Canuel.
- 18. The parties do not dispute that Mr. Canuel is an RCEA member. Bylaw 4 says that every person who is a registered sub-lessee of RCEA, not in default of their sublease agreement, will be a member of RCEA on application and acceptance by RCEA’s directors.

Does RCEA have authority under the SA and the bylaws to fine Mr. Canuel for contravening the rules or Mr. Canuel's sublease?

19. SA section 11 says that a society must have bylaws that contain provisions about the society's internal affairs, including membership in the society, and any rights and obligations arising from membership, among other things.
20. RCEA says it has authority to levy fines against its members under SA section 70(1), which says a society's bylaws may provide for the discipline or expulsion of members. RCEA also says that by signing the sublease and becoming a RCEA member, Mr. Canuel accepted RCEA's bylaws and rules, and agreed to be subject to the fines set out in the bylaws. Mr. Canuel does not dispute this.
21. Bylaw 64 says that RCEA may fine a member \$100 for each contravention of the bylaws, the sublease, or any rule enacted by RCEA pursuant to a member's sublease. If a contravention continues without interruption for more than seven days, a fine may be imposed every seven days. Bylaw 64 also says that a member has seven days to dispute the fine in writing.
22. The question of whether "discipline" in SA section 70(1) includes fines has not been judicially considered. This was briefly discussed in *Tam v. Evolution Owners' Association et al*, 2019 BCCRT 830. In *Tam*, another CRT member found it unlikely that section 70(1) was intended to allow societies to fine their members because other SA sections refer specifically to fines, but section 70(1) does not. However, the CRT member did not specifically address whether 'discipline' in SA section 70(1) could include fines. I note that CRT decisions are not binding on me in any event.
23. SA section 70(1) refers generally to 'discipline' but does not specifically limit what types of discipline are permitted. In the strata context, the BC Supreme Court has commented that the imposition of fines does not serve to correct, remedy or cure bylaw violations, rather, their purpose is to discourage bylaw violations (see *Kok v. Strata Plan LMC 463 (Owners)*, 1999 CanLII 6382 (BC SC) at paragraph 55). I find that fines are a form of discipline as they are by their very nature a monetary penalty or punishment intended to discourage bylaw violations. So, I find that SA section

70(1) allows a society to adopt bylaws that provide for the discipline of members, including fines.

24. In *Langas v. Sicamous Sands Resort Society*, 2004 BCSC 398, the court found that a similar society did not have authority to fine a member for a contravention of the society's rules and regulations because the old act and the society's bylaws did not provide for fines, and the only mention of fines was contained in the society's rules and regulations, which the parties had agreed to. The court noted that it was possible for parties to contractually agree to a penalty system, including the fines set out in the rules and regulations and agreed to by the parties. However, the court found that the society imposing the fines violated the principles of procedural fairness because the society did not provide adequate opportunity for the member to respond to the fines prior to a final decision being made.
25. Unlike the old act, which was at issue in *Langas*, SA section 70(1) provides for member discipline, which I find can include fines. The old act did not include a similar section to SA section 70(1). In addition, unlike in *Langas* where the bylaws did not provide for fines, here I find RCEA's bylaws do. I find bylaw 64 explicitly gives RCEA authority to fine Mr. Canuel for any contravention of RCEA's bylaws, his sublease, or the rules.
26. In any event, Mr. Canuel does not dispute that RCEA has authority to impose fines for contraventions of the rules and his sublease under RCEA's bylaws. Rather, Mr. Canuel says that RCEA should not have imposed the fines because he did not contravene the rules or his sublease in the first place.
27. As noted above, Mr. Canuel asks for an order that the fines be removed. RCEA has counterclaimed and asks for an order that Mr. Canuel pay the fines, including any fines that accrued after the date of RCEA's Dispute Notice.

Did Mr. Canuel contravene the rules or his sublease, and must he pay the RCEA fines?

28. On August 15, 2020, RCEA sent a “first notification” warning letter to Mr. Canuel. RCEA advised Mr. Canuel that he was violating RCEA rules 1.4 and 2.11, and section 8.6.2 of his sublease. RCEA asked Mr. Canuel to voluntarily correct the contraventions and warned that it might impose fines if he did not.
29. On August 31, 2020, RCEA sent a “second notification” warning letter to Mr. Canuel, again asking Mr. Canuel to correct the contraventions and warning that it might impose fines if further action was necessary.
30. On September 27, 2020, RCEA send a “third notification” letter to Mr. Canuel. RCEA advised Mr. Canuel he was violating the rules and his sublease because Mr. Canuel’s son was 21 years old and living with him, contrary to Rule 1.4, and because Mr. Canuel was involved in running a RV rental business, contrary to section 8.6.2 of his sublease. RCEA advised that it was imposing a \$100 fine for both contraventions, for a total of \$200. RCEA also advised that fines would continue every seven days without further notice if the contraventions continued.
31. SA section 70(3) requires that before a society disciplines a member, it must send the member written notice of the proposed discipline with reasons and give the member a reasonable opportunity to make representations to the society respecting the proposed discipline. RCEA undisputedly sent two letters to Mr. Canuel before fining him. After the first letter, Mr. Canuel was provided with an opportunity to dispute the alleged contraventions, and he did so. Mr. Canuel does not allege that he was not provided with a reasonable opportunity to address the proposed fines, only that he disagreed with RCEA’s decision to impose the fines. So, I find RCEA fulfilled the requirements SA section 70(3) before fining Mr. Canuel.

Mr. Canuel’s son

32. Rule 1.4 says homes cannot be assigned, rented or sublet without RCEA approval, and prospective residents must be over 40 years old and interviewed and approved by the RCEA before moving in, and a charge of \$100 will apply for the interview.

33. RCEA says it received complaints about BC in June 2020. RCEA says it investigated these complaints and determined BC was in his early twenties and had moved into Mr. Canuel's home full time. RCEA says BC does not meet the age requirements in Rule 1.4. Even if he did, RCEA says Mr. Canuel did not ask for RCEA to interview and approve BC before moving in, or pay the \$100 interview fee.
34. RCEA provided an affidavit from CG, RCEA's president, who is also an RCEA resident. CG says they considered the evidence provided by Mr. Canuel, but ultimately determined that BC was living with Mr. Canuel full time, contrary to the rules. CG says Mr. Canuel did not respond to the second notification letter and RCEA began issuing \$100 weekly fines on September 27, 2020. CG says RCEA determined BC moved out on January 4, 2021, and did not issue any further fines for BC living with Mr. Canuel after that date.
35. Mr. Canuel says RCEA imposed fines against him based on his neighbour's allegation that Mr. Canuel's son, BC, was living with him. Mr. Canuel says he advised RCEA that BC visited on a regular basis to help him, but does not live there. He says he sent RCEA information to confirm BC was not living with him, including BC's driver's licence with another address, a doctor's note confirming BC visited to provide him assistance, and a letter from BC's mother confirming BC lived in Surrey.
36. Mr. Canuel provided a September 7, 2020 letter to RCEA from SC, BC's mother. SC said that BC lived with SC in Surrey. However, SC also said BC frequently "stays with his father Russ Canuel as he has a physical disability". Mr. Canuel also provided a copy of BC's licence which shows an address in Surrey and a September 2, 2020 letter from Dr. Riesling that confirms Mr. Canuel has medical conditions that BC comes to assist with. However, I find the fact that another address is listed on BC's licence, and the fact that Mr. Canuel requires assistance for medical conditions, is not determinative of whether BC lived with Mr. Canuel contrary to the rules. While Dr. Riesling confirmed that BC assisted Mr. Canuel with his medical conditions, Dr. Riesling did not address whether or not BC lived with Mr. Canuel while doing so. So, I find Dr. Riesling's letter is not helpful and I have given it little weight. I also find SC's letter does not prove that BC was not living with Mr. Canuel. As noted above, although

SC said BC lived in Surrey, SC also said BC frequently stayed with Mr. Canuel. As SC is undisputedly BC's mother and Mr. Canuel is undisputedly BC's father, I find SC's letter suggests that BC may have lived with Mr. Canuel at times, and SC at other times, or lived with both of them.

37. RCEA provided an affidavit from RJ, an RCEA resident. RJ says they observed BC moving into Mr. Canuel's home on June 4, 2020. RJ says they reached this conclusion because BC was moving a mattress, suitcases and other similar items. RJ says they were concerned about BC moving in as he appeared to be under the minimum age requirement. RJ says they began noting the days they observed BC living at Mr. Canuel's home. A copy of the calendar is attached to RJ's affidavit. RJ says they observed BC at Mr. Canuel's home every day between June 4, 2020 and December 2020, except for six days. RJ says BC was there late at night, early in the morning, and throughout the day. RJ says BC moved out on January 4, 2021. I find RJ's evidence persuasive because of their detailed and recorded observations of BC at Mr. Canuel's home on a daily and near-daily basis over a period of several months.
38. I note that Mr. Canuel did not provide a statement from BC confirming that BC did not live with him. The CRT can make an adverse inference against a party where they fail to produce expected supporting evidence without sufficient explanation. Whether BC lived with Mr. Canuel is a central disputed issue in this dispute. I find that BC has direct evidence about whether he lived with Mr. Canuel. Mr. Canuel has not provided any explanation for not providing a statement from BC. In these circumstances, I find it is appropriate to draw an adverse inference against Mr. Canuel for his failure to provide direct evidence from BC. This means that I find it likely that BC lived with Mr. Canuel.
39. For these reasons, on balance, I find Mr. Canuel has not proven that BC was not living with him. Rather, I find that on balance RCEA has proven that BC was living with Mr. Canuel, contrary to rule 1.4. So, I dismiss Mr. Canuel's claim for these fines to be cancelled.

40. RCEA did not provide documentary evidence to prove its claimed fine amounts, beyond the initial fine imposed on September 27, 2020. However, RCEA says that there are 14 weeks between September 27, 2020 and January 4, 2021, which RCEA says totals \$1,500 in fines at \$100 per week. RCEA only claimed \$1,400 in fines, so I decline to consider its claim for an additional \$100 in fines. Mr. Canuel does not dispute that RCEA fined him every week between September 27, 2020 and January 4, 2021 for a total of \$1,400 in fines. So, I order Mr. Canuel to pay RCEA \$1,400 in fines for his contravention of rule 1.4.

RV business

41. Section 8.6.2 of the sublease says the sublessee (here, Mr. Canuel) agrees not to use the premises for any purpose other than the use and enjoyment of a mobile home as a private residence or such other purpose as the sublessor (here, RCEA) in its sole discretion may approve.

42. Mr. Canuel says RCEA's allegation that he runs an RV rental business is "completely false". In his submissions, Mr. Canuel says he co-owns an RV with FC, who is not a party to this dispute, and FC rents out the RV away from RCEA property.

43. Mr. Canuel initially provided RCEA with a copy of the RV's registration where he is listed as the RV's only owner. On review, the RV's registration appears to have been modified, with one owner's name removed, and the number of owners changed from 2 to 1. In a preliminary decision, RCEA asked the CRT for an order that Mr. Canuel provide an unredacted copy. A CRT vice-chair ordered Mr. Canuel to do so. The unredacted copy lists both Mr. Canuel and FC as the RV's owners.

44. Mr. Canuel did not address why the RV's registration was modified. However, he says that he has nothing to do with FC's RV business. Mr. Canuel says the sublease does not prevent him from co-owning his RV as long as FC's business is not conducted on RCEA's property, which he says is the case. Mr. Canuel also submitted a statement from FC. Contradictorily, FC said that Mr. Canuel lent FC the RV without charge because he is a good friend. FC did not mention that they co-own the RV with Mr. Canuel and did not address the alleged RV business at all.

45. RCEA says that Mr. Canuel has been conducting an RV rental business with FC on RCEA property contrary to section 8.6.2 of his sublease. I find it is undisputed that FC rents out an RV that is co-owned by Mr. Canuel. Mr. Canuel does not dispute this, but says he was not involved, and it was not done on RCEA property.
46. RCEA provided an affidavit from RCEA's secretary, who I will refer to as S in this decision. S is also an RCEA resident. S says that their granddaughter corresponded with FC to view the RV in June 2021. The correspondence between S's granddaughter and FC is attached to S's affidavit and confirm this. S says their son attended to view the RV at a park close to RCEA's property. S says they viewed the RCEA security footage from the same date, which showed Mr. Canuel and FC removing the RV from RCEA property. Finally, S says that they have observed FC using RCEA's 'dump station' and maintenance shed for various non-resident RVs.
47. RCEA also relies on CG's affidavit, discussed above. CG says that they personally observed non-residents access the RV on RCEA property. Attached to CG's affidavit are photographs of an RV and screenshots of a website where the RV is advertised for rent. Mr. Canuel does not dispute that this is the RV he co-owns with FC.
48. RCEA also provided an affidavit from KC, an RCEA resident, and member of the RCEA RV committee. KC says that they have also observed FC accessing the RV on RCEA's property without Mr. Canuel.
49. I find the RV evidence and submissions provided by Mr. Canuel contradictory and lacking credibility. Mr. Canuel says RCEA's allegations are completely false, but then acknowledged that FC rents out the RV, and does not dispute that the RV is kept on RCEA's property. FC's statement that Mr. Canuel loaned them the RV as a friend, submitted by Mr. Canuel, is directly contradictory to both the RV's (unredacted) registration which lists FC as an owner, and Mr. Canuel's own submissions that he co-owns the RV with FC. Given this, I have given Mr. Canuel's evidence on the RV little weight, and I find Mr. Canuel has not proven the fines for contravening section 8.6.2 of his sublease were not validly imposed. I dismiss Mr. Canuel's claim for the fines to be cancelled.

50. On balance, and considering all the evidence, I find that RCEA has proven that Mr. Canuel was using RCEA premises for a purpose other than the use and enjoyment of a mobile home as a private residence, contrary to section 8.6.2 of his sublease. Specifically, I find that Mr. Canuel provided FC and other non-residents with access to RCEA's property for the purpose of renting out the RV, and carrying out activities related to the RV's rental.
51. RCEA asks for an orders that Mr. Canuel pay \$3,000 in fines for operating the RV business. RCEA did not provide documentary evidence to prove its claimed fine amounts, beyond the initial fine imposed on September 27, 2020. RCEA says that there are 41 weeks between September 27, 2020 and July 15, 2021, which RCEA says totals \$4,200 in fines at \$100 per week. RCEA only claimed \$3,000 in fines in its Dispute Notice and did not amend its claimed amount. In his Dispute Notice, Mr. Canuel asked for an order that RCEA cancel only \$1,800 in fines. So, I find that Mr. Canuel does not dispute that RCEA imposed at least \$1,800 in fines. Mr. Canuel did not address whether he agreed with RCEA's higher claimed fine amounts (\$3,000) in his submissions. As noted above, RCEA has not provided documentary evidence in support of its claimed fine amounts. I do not have evidence of the fines imposed, or the dates those fines were imposed. So, in the absence of documentary evidence showing that the further claimed fines above \$1,800 were imposed, I find RCEA has not met its burden of proving it fined Mr. Canuel an additional \$2,400 for his sublease contravention. So, I order Mr. Canuel to pay RCEA \$1,800 in fines for his contravention of section 8.6.2 of his sublease.
52. RCEA also asks for an order that Mr. Canuel pay any further fines that accrued between the date of its counterclaim Dispute Notice (April 30, 2021) and the date of this decision. I decline to grant this order. I say this because as noted above I do not have evidence before me to determine whether Mr. Canuel continued to contravene the rules and his sublease during that time frame, or whether RCEA continued to impose weekly fines.

Whether RCEA has failed to enforce its pet and fence rules against other members?

Over height dog

53. Rule 3.1 says two pets are permitted per sub-lessee property. Rule 3.6 says for the purpose of the rules, a pet is defined as a dog or cat “of not more than (35) centimeters - (approx. 14 inches in height)” with the measurement taken from the pet’s shoulder.
54. Mr. Canuel says that there is a dog at another “unit” that exceeds the height restriction and is therefore not permitted under the rules. RCEA disputes this and says that it paid a veterinarian to measure the dog in question, and it measured “12 ¼ inches at the shoulder joint”.
55. Mr. Canuel says a veterinarian provided a report clearly showing the dog is over the height restriction. While Mr. Canuel did not provide this veterinary report in evidence, RCEA did. The report is authored by Dr. Josephine Banyard. Dr. Banyard provided her measurement of the dog’s height based on two different measurements. The first, taken at the dog’s shoulder joint, measured 12 ¼ inches. The second, taken at the dog’s “withers” (top of the shoulder blades), measures 18 inches. Dr. Banyard did not provide an opinion on where the shoulder measurement should be taken.
56. Rule 3.6 says only that the measurement is taken at the pet’s shoulder. It does not specify whether it is to be taken at the shoulder joint or the top of the shoulder blades. Mr. Canuel says the shoulder measurement should be taken at the withers. RCEA disputes this and says it should be taken at the shoulder joint. When an issue is outside the knowledge and expertise of an ordinary person, expert evidence is generally required. I find that the appropriate location to measure a pet’s shoulder is outside the knowledge and expertise of an ordinary person. So, I find that Mr. Canuel needs expert evidence to prove that the withers was the appropriate measurement for the purposes of rule 3.6, rather than the shoulder joint. Mr. Canuel did not provide any expert evidence on this issue.

57. As noted above, Mr. Canuel has the burden of proving his claims. Here, I find he has not proven that the dog is over height, contrary to the rules. So, I find he has not proven that RCEA failed to enforce rule 3.1 and 3.6 and I dismiss this claim.

Fence

58. In his Dispute Notice, Mr. Canuel says RCEA failed to enforce its fence rule. In his submissions, Mr. Canuel says the fence is now compliant with rule 4.14. Mr. Canuel's only requested remedy was for RCEA to enforce the rules. As Mr. Canuel says the fence complies with the rules, I find that I do not need to address whether RCEA failed to enforce this rule, and I dismiss this claim.

Must RCEA provide records to Mr. Canuel?

59. Mr. Canuel says RCEA stopped sending him monthly meeting minutes and financial statements in September 2020, and asks for an order that RCEA send the minutes and financials to him by email.

60. SA section 20 requires RCEA to keep a number of records, including the minutes of each meeting of members, and RCEA's financial statements.

61. SA section 24 says members are entitled to inspect SA section 20 records. SA section 27 says a person entitled under SA section 24 to inspect a record can request a copy of the record, and the society must provide the person with a copy of that record.

62. As Mr. Canuel is undisputedly an RCEA member, I find he is entitled to copies of RCEA's meeting minutes and financial statements under SA section 27. RCEA says it has already agreed to send Mr. Canuel the records by email. Mr. Canuel does not dispute this but says that despite their agreement, RCEA did not send him any July 2021 records. Based on the parties' evidence and submissions, I find RCEA already has Mr. Canuel's email address. As it is undisputed that RCEA has already agreed to send Mr. Canuel the minutes and financials by email, I find it is appropriate to order RCEA to do so. I order RCEA to provide Mr. Canuel with copies of RCEA's monthly meeting minutes and financial statements from September 2020 to the date of this decision, by email.

CRT FEES, EXPENSES AND INTEREST

63. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. However, in this dispute neither party was entirely successful in their claims, so I order each party to pay their own CRT fees and expenses.

64. The *Court Order Interest Act* (COIA) applies to the CRT. RCEA is entitled to prejudgment interest on the \$3,200 in fines from April 30, 2021, the date of RCEA's Dispute Notice, to the date of this decision. This equals \$8.30.

ORDERS

65. I order that:

- a. Within 30 days of the date of this decision, I order Mr. Canuel to pay RCEA a total of \$3,208.30, broken down as follows:
 - i. \$1,400 in fines for his contravention of rule 1.4,
 - ii. \$1,800 in fines for his contravention of sublease section 8.6.2,
 - iii. \$8.30 in pre-judgment interest under the COIA.
- b. RCEA is entitled to post-judgment interest under the COIA, as applicable.
- c. Within 30 days of the date of this decision, I order RCEA to provide Mr. Canuel with copies of RCEA's monthly meeting minutes and financial statements from September 2020 to the date of this decision, by email.
- d. I dismiss the remainder of Mr. Canuel's and RCEA's claims.

66. 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.

Leah Volkens, Tribunal Member