



# Civil Resolution Tribunal

Date Issued: May 25, 2022

File: CS-2021-002339

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Bees v. Mt. Seymour Park Housing Co-operative*, 2022 BCCRT 615

B E T W E E N :

SHERI BEES

**APPLICANT**

A N D :

MT. SEYMOUR PARK HOUSING CO-OPERATIVE

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell, Vice Chair

## INTRODUCTION

1. The applicant, Sheri Bees, is a member and resident of the respondent co-operative association, Mt. Seymour Park Housing Co-operative (co-op).
2. Ms. Bees says the co-op unreasonably refused to paint her unit, and then refused to reimburse her for painting supplies she purchased to paint the unit herself. Ms. Bees

requests an order that the co-op reimburse her \$3,715.80 for painting supplies and labour.

3. The co-op says it did not grant Ms. Bees approval to paint her unit, so under co-op policy she is not entitled to any reimbursement of painting expenses. However, the co-op says that “in the spirit of resolution”, it is prepared to reimburse Ms. Bees \$714.00 for paint and supplies.
4. Ms. Bees is self-represented in this dispute. The co-op is represented by a board member.
5. For the reasons set out below, I order the co-op to reimburse Ms. Bees \$714.00 for painting expenses.

## **JURISDICTION AND PROCEDURE**

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over certain cooperative association claims under section 125 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 127, 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.

## **ISSUE**

10. Must the co-op reimburse Ms. Bees for painting supplies or labour, and if so, how much?

## **EVIDENCE AND ANALYSIS**

11. In a civil claim like this one, Ms. Bees, as applicant, must prove her claims on a balance of probabilities (meaning "more likely than not"). I have read all the parties' evidence and submissions, but below I only refer to what is necessary to explain my decision.
12. The co-op is a non-profit housing co-operative that was incorporated in 1983. Ms. Bees lives in unit 12. An invoice in evidence shows that Ms. Bees paid a total of \$4,195.00 to have unit 12 painted by a contractor in January 2021.
13. Ms. Bees says, in part, that the co-op must reimburse her for painting expenses because it verbally approved her request to have the co-op paint unit 12 in 2018, but that work never occurred.
14. The evidence shows that in November and December 2018, Ms. Bees emailed the co-op about painting unit 12. The oldest email in evidence is dated November 21, 2018. In that email, Ms. Bee wrote that she had "sent in a question" 3 weeks earlier about having her apartment painted. She wrote that she "had been approved to have it painted", but she did not know who to contact to arrange the work.
15. There is no previous email or other document in evidence setting out an initial painting request, or approving unit 12 painting. In a December 6, 2018 email chain, the co-op

asked Ms. Bee to confirm where the approval came from. Ms. Bees replied that she could not remember. The co-op then asked her to “put in the request again so it would be documented”. Ms. Bees emailed back on December 6, 2018 requesting that the co-op paint unit 12. Ms. Bees says, and the evidence confirms, that the co-op did not respond to that request.

16. I find Ms. Bees has not proven that the co-op approved her painting request in 2018, or at any later point. There is no evidence before me that Ms. Bees followed up on her December 6, 2018 painting request, and Ms. Bees does not assert otherwise. Rather, she says she hired her own contractor to paint unit 12 in January 2021.
17. In her submissions, Ms. Bees says that P, the co-op’s maintenance employee, gave her verbal permission for the painting in 2018. I find Ms. Bees has not proven this verbal permission. She provided no statement from P, or from any witness confirming the conversation or the permission. She did not say where or when the conversation occurred, or provide any details.
18. Also, I find P’s verbal permission does not bind the co-op to pay for painting. First, a verbal agreement that the co-op would have unit 12 painted in 2018 does not require the co-op to pay for painting 3 years later, in 2021. Even if the co-op delaying painting unreasonably, I find it was unreasonable for Ms. Bees to simply hire her own contractor and expect reimbursement, rather than to follow up with the co-op to address the delay.
19. Second, the co-op’s paint policy, which the parties agree is binding, says that upon a member’s written request, the co-op will paint each unit every 5 years. Page 2 of the paint policy says a member will request painting by completing a work request form. There is no evidence before me that Ms. Bees ever completed a work request form, and the co-op says Ms. Bees never took this step. Therefore, based on the policy, I find the co-op was not required to paint unit 12 in 2018 or afterward.
20. Ms. Bees says the co-op has retroactively reimbursed other members for painting expenses they incurred, based on an “informal procedure”. However, I find Ms. Bees has not provided any evidence, such as a witness statement or proof of payment, to

confirm that other members have been reimbursed for painting supplies or labour. Therefore, I am not persuaded by this argument.

21. Ms. Bees also says the co-op should reimburse her for her claimed expenses because it has not followed the paint policy requirement to keep a master list of units, with dates of last painting and next date of eligibility for painting. The co-op does not deny the allegation that it has kept no master list, and provided no master list in evidence. So, I accept that is true. However, I find the lack of master list does not entitle Ms. Bees to her claimed painting expenses. The policy sets out no consequence for not keeping a master list, and there is no evidence before me indicating that Ms. Bees ever requested a copy of the list. Therefore, I find that the lack of master list is not determinative of this dispute.
22. Since Ms. Bees never provided a completed work request form, as required under the paint policy, I would normally find she would not be entitled to any reimbursement. However, the co-op already agreed in its Dispute Response Form to reimburse Ms. Bees \$714.00 for painting supplies. For that reason, I find it is appropriate to order the co-op to reimburse Ms. Bees \$714.00. I dismiss the remainder of her claim.

## **CRT FEES AND EXPENSES**

23. Under CRTA section 49 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, since the co-op agreed to pay Ms. Bees the \$714.00 at the time it first responded to this dispute, I find Ms. Bees was not substantially successful in the adjudication phase of this dispute. So, I order no reimbursement.

## **ORDER**

24. I order that within 60 days of this decision, the co-op must reimburse Ms. Bees \$714.00 for painting supplies. I dismiss the remainder of Ms. Bees' claim.

25. Ms. Bees is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
26. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, 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.

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Kate Campbell, Vice Chair