



# Civil Resolution Tribunal

Date Issued: March 3, 2023

File: CS-2022-003772

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Harkness v. Riverside RV Park Society*, 2023 BCCRT 178

B E T W E E N :

BARBARA LOUISE HARKNESS

**APPLICANT**

A N D :

RIVERSIDE RV PARK SOCIETY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner

## INTRODUCTION

1. This dispute is about society governance.
2. The respondent, Riverside RV Park Society (society), is a society incorporated under the *Societies Act* (SA). The applicant, Barbara Louise Harkness, is a member of the society.

3. In the Dispute Notice, Mrs. Harkness made general allegations that the society has failed to adhere to its bylaws in preparing meeting minutes and in relation to other unspecified governance issues. She requested an order that the society stop breaching its bylaws and correct its governance errors.
4. In submissions, Mrs. Harkness details her claims and requested remedies, as follows:
  - a. She says the society improperly used special levy funds for another purpose and requests a special general meeting (SGM) for the members to vote on re-purposing the special levy funds.
  - b. She says the society failed to properly record vote results in various meeting minutes and requests an order that the society count abstentions as “no” votes at general meetings.
  - c. She says the society holds “fireside chats” that are essentially board of directors’ (board) meetings and requests an order that the society be required to take minutes of these meetings so that members stay informed.
  - d. She says the society suspends and amends rules and regulations at its discretion without the members’ approval and requests an order that the society stop acting on proposed rules that have not been properly ratified.
  - e. She says the society has applied improper terms for its directors and requests an order that the society follows its bylaws about directors’ terms.
5. The society largely denies Mrs. Harkness’ claims. It says that its board is made up of volunteers that do their best to follow and interpret the bylaws and SA. While it admits that its previous property manager may have made a mistake in tabulating vote results, the society says this error has since been corrected.
6. Mrs. Harkness is self-represented. The society is represented by its president.

## JURISDICTION AND PROCEDURE

7. These are the CRT's formal written reasons. The CRT has jurisdiction over certain society 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.
8. 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.
9. 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.
10. 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.
11. As noted above, Mrs. Harkness detailed several allegations and requested remedies in submissions that were not set out in the initial application for dispute resolution. I find the evidence shows the society was previously aware of Mrs. Harkness' various complaints about its governance. More importantly, I find the society had the opportunity to review and respond to the claims and requested remedies set out in Mrs. Harkness' submissions, and so I have considered them in my reasons below.

## **ISSUES**

12. The issues in this dispute are:

- a. Did the society improperly use funds collected by special levy funds for another purpose, and if so, what is the appropriate remedy?
- b. Did the society incorrectly tabulate and record incorrect vote results in its meeting minutes, and if so, what is the appropriate remedy?
- c. Must the society record minutes of the “fireside chat” meetings?
- d. Is the society improperly enforcing a proposed new rule, and if so, what is the appropriate remedy?
- e. Has the society improperly calculated its directors’ terms?

## **EVIDENCE AND ANALYSIS**

13. In a civil claim such as this one, the applicant Mrs. Harkness has the burden to prove her claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submitted evidence and arguments, but I refer only to what is necessary to explain my decision. I note that the society did not submit any documentary evidence, despite having the opportunity to do so.
14. The society runs an RV park located along the Similkameen River. According to the society’s constitution, the society’s purpose is to share and manage the RV park’s real and personal property, which is owned by the society’s members as tenants in common.
15. Under the society’s bylaws, the society’s members are those who are registered owners of a 1/134 fractional interest in the RV park, as recorded in the Land Title Office. Registered owners of each fractional interest are assigned an RV site (or lot) by the board.

## ***Special levy***

16. It is undisputed that the society collected a special levy from members in 2021. The society's minutes from a May 25, 2021 SGM show the members approved the special levy by a 2/3 vote resolution. The resolution stated the special levy was for "funding the design and permit process for the riverbank mitigation system". The total levy was \$23,275, which was assessed in the amount of \$175 against each RV site, payable by July 1, 2021. There is no dispute that the resolution passed, and that the society collected the special levy.
17. The parties and evidence refer to this special levy as the "rip rap special levy". So, while there is no other evidence before me about what the intended riverbank mitigation system entailed, I infer that it involved construction of a rip rap (placement of large rocks) along the river to protect against flooding and erosion.
18. Bylaw 9.23 says the board must use money collected by special levy for the purpose set out in the resolution and inform registered owners about the expenditure of the money collected. Mrs. Harkness argues that the society used the special levy funds for something other than the levy's stated purpose.
19. Mrs. Harkness says she learned about the special levy's alleged improper use through the president's report for the June 4, 2022 AGM (2022 AGM). The president's report noted that the RV park flooded in November 2021 when the Similkameen River overflowed during an "atmospheric river" weather system, resulting in over \$85,000 in repair costs. Those costs were paid from the society's contingency reserve fund (CRF). The report then noted there was another weather-related flood threat in December 2021, and a subsequent warning on January 11, 2022 of a flood threat due to ice jams in the river upstream. The report stated that due to the ice jam warning, and in consultation with a construction company working on nearby dikes, the society decided to build a berm "to preserve the recent infrastructure repairs" and protect the park should water rise to the levels seen in November 2021. The report stated that the society used funds from the rip rap special levy to build the berm.

20. The society does not deny using the rip rap special levy to construct a berm in January 2022. It says that during a meeting about the ice jam threat, the board passed a motion to immediately proceed with emergency measures to protect the RV park from the reported high risk of further flooding. The society argues that the board properly accessed the special levy funds for the berm construction, as it was consistent with the “spirit and intent” of the special levy’s purpose.
21. However, the difference between the berm and the rip rap initially contemplated is not entirely clear. As noted, there is no evidence about the society’s rip rap plans, nor are there any photos or other evidence about how and where the berm was constructed. I find the society is likely the only party with that evidence, and it did not provide any explanation for its failure to provide this clearly relevant evidence to support its position that the berm was consistent with the planned rip rap.
22. Where a party fails to provide relevant evidence without a reasonable explanation, the CRT may draw an adverse inference, which is where the CRT assumes the party did not provide the evidence because it would not have supported their case. I draw such an adverse inference against the society and find it likely the berm was not comparable to the planned rip rap.
23. More importantly, even if the berm was comparable to the planned rip rap, I find the berm’s construction was not a contemplated purpose of the special levy. As noted, the special levy resolution stated it was intended to fund the rip rap’s **design and permit** process, not its construction costs. As bylaw 9.24 requires the society to use a special levy for the purpose set out in the resolution, I find the society was not entitled to use the rip rap special levy to pay for the berm construction.
24. So, what is the appropriate remedy? Mrs. Harkness submits that the society should hold an SGM to pass a motion that the special levy funds be re-allocated to the berm construction. However, bylaw 9.24 says that if for any reason the amount collected for a special levy is not fully used for the purpose set out in the resolution, the society must return the money to the owners in amounts proportional to their contributions unless the amount is less than \$100 per fractional interest. I find there is nothing in

the bylaws or the SA that permits special levy funds to be “re-allocated” for other purposes.

25. One of the difficulties is the lack of any financial documents before me detailing how the society funded the berm construction. The president’s report stated that the berm cost \$35,947.03. In addition to the special levy funds, the report noted that “an overage” of \$7,420.23 was taken from the CRF for the berm construction. However, the entire special levy, plus the reported “overage”, does not add up to the berm’s total cost, and it is unclear where the balance came from. There is also no evidence about whether the society had already spent any of the special levy funds on the rip rap design and permit process before it constructed the berm. So, on the evidence before me, I cannot determine exactly how much of the special levy funds the society used for the berm’s construction.
26. Further, given the limited evidence before me about the society’s flood mitigation plans, it is unclear whether the society intends to proceed with the design and permit process for a rip rap construction, as contemplated in the special levy resolution, or whether it considers the berm sufficient as a flood mitigation system. The 2022 AGM president’s report suggests that flood mitigation work remains ongoing. There is no time limit by which the society must proceed with the work authorized by the special levy resolution or refund the owners’ unused special levy contribution. So, I find it would be premature to order the society to return any special levy funds to the members, including the amount spent on the berm, under bylaw 9.24.
27. Overall, I agree that the society should hold a general meeting so that members can decide how to remedy the improper spending of special levy funds. However, the society’s bylaws provide no process for members to change a special levy’s original purpose, as Mrs. Harkness proposed. I find that “re-allocating” special levy funds to a different project would require several steps to comply with the bylaws: first replenish the original special levy, then refund any unused portion to members under bylaw 9.24, and then raise a new special levy for the berm construction. Given the uncertainty in the evidence about the society’s rip rap plans, I find it would be inappropriate to order the society to take all those steps.

28. Still, regardless of the society's future flood mitigation plans, I find that the bylaws require it to replenish the special levy funds that were spent for a different purpose. So, I order that within 60 days of this decision, the society must call an AGM or SGM to hold a vote to replenish the rip rap special levy, in the amount spent from the levy on the berm, either from the CRF or by a new special levy. I also order the society to comply with bylaw 9.23 by reasonably informing members about the expenditure of the rip rap special levy.
29. Nothing in this decision prevents the society from refunding the replenished rip rap special levy funds to members, if the society ultimately decides not to proceed with the rip rap project.
30. Mrs. Harkness says the general meeting should be held on the RV park property to keep costs down. Bylaw 3.1 says general meetings must be held at the time and place, in accordance with the SA, that the directors decide. I find it is appropriate to leave the meeting location to the directors' discretion as contemplated by the bylaws. I make no order about the meeting location.

### ***Recording vote results***

31. Mrs. Harkness submits that the society's meeting minutes record "questionable" vote results. She identifies 3 issues:
- i. Minutes from a July 11, 2022 board meeting (July meeting) did not record the vote counts in favour, against, and abstentions on any motions.
  - ii. Some motions at AGMs are passed by "a clear majority", with no clarity on what that term means.
  - iii. Votes on some motions at the September 12, 2021 AGM (2021 AGM) did not meet quorum and improperly accounted for abstentions.
32. I start with the board's alleged failure to properly record its vote results at the July meeting. The minutes in evidence show the 6 directors present discussed several items on the agenda and made various motions to take specific action on certain



issues. The result of each motion was noted to be “all in favor”. I interpret this to mean that all directors present at the meeting voted in favor of each motion presented. I find there was nothing ambiguous or improper about the society recording the vote results in this way at a board meeting, and it was unnecessary to specify that there were zero votes against and zero abstentions. I dismiss this aspect of Mrs. Harkness’ claim.

33. I turn to the vote results recorded in the AGM minutes.
34. First, Mrs. Harkness submits that the term “clear majority” in the minutes is ambiguous. The minutes for the 2021 and 2022 AGMs stated that various motions were carried by “a clear majority”. I infer that voting on these motions was conducted by a show of hands, as there is no suggestion otherwise.
35. Bylaw 5.2 says that unless the SA or bylaws otherwise provide, a majority of members present at a meeting or represented by proxy may approve of any matter. Bylaw 5.5 says that whenever a vote by show of hands is taken on a question, a declaration by the Chair of the meeting that the vote has been carried or not carried is “*prima facie* evidence” of the fact without proof of the number or proportion of votes recorded in favour or against any resolution, and the result of the vote so taken is the members’ decision. In other words, the meeting Chair has the authority to declare that a majority vote by show of hands has passed without requiring any specific vote count.
36. There is no suggestion that the meeting Chair incorrectly declared the votes on the above motions were carried when they were not, or that the minutes incorrectly recorded Chair’s declarations. I find the reference in the meeting minutes to votes passing by “a clear majority” means the Chair declared the vote carried because it was clear and obvious to them that the majority of members present voted in favour. As the meeting Chair has the authority under the bylaws to declare a majority vote by show of hands has passed without a specific vote count, I find further clarity on the term “clear majority” is unnecessary. I dismiss this aspect of Mrs. Harkness’ claim.
37. Next, I consider the vote counts on various resolutions at the 2021 AGM. The minutes show that members voted on 19 majority vote resolutions to amend rules and regulations and one 2/3 vote resolution to change a bylaw. It is undisputed that the

society amended the 2021 AGM minutes after it distributed the original minutes, to revise the vote results on each resolution after a re-count. The parties' email evidence and the amended minutes suggest these votes were all taken by ballot.

38. Both versions of the 2021 AGM minutes stated that 105 members were represented at the meeting, with 79 in person and 25 by proxy. Mrs. Harkness correctly notes that 79 and 25 add up to 104, not 105. The society does not explain the discrepancy.
39. Perhaps more concerning to Mrs. Harkness was that the original minutes stated 6 majority vote resolutions were "carried" with far fewer than 50% of members present voting in favour. For example, the original minutes record the vote for Resolution #16 as carried with 12 in favour, 1 opposed, and 92 abstentions. So, it appears that only the votes in favour and opposed were used to determine whether a resolution carried by a majority, and abstentions were not accounted for. I find this was contrary to bylaw 5.2, which says motion require approval by a majority of members **present** at a meeting (in-person or by proxy). In other words, under bylaw 5.2, if a member present at a meeting chooses not to vote (abstains), it is counted as a "no" vote.
40. I note that the SA defines an "ordinary resolution", in part, as a resolution passed at a general meeting by a simple majority of the **votes cast** by the voting members, whether cast personally or by proxy. This means that if a member abstains from voting on an ordinary resolution under the SA, it is not counted in determining whether the resolution passed. The SA requires that certain issues be resolved by ordinary resolution, but I find that none of the resolutions considered at the society's 2021 AGM required an "ordinary resolution" under the SA. Therefore, I find nothing turns on the fact that society bylaw 5.2 sets a different (higher) threshold for approving matters generally at a meeting, than the SA's threshold for an "ordinary resolution".
41. The society does not dispute that the vote results were initially counted incorrectly. However, it says the error was corrected after a re-count, as reflected in the amended 2021 AGM minutes. I find the revised vote counts in the amended 2021 AGM minutes reflect that all but one resolution that was initially incorrectly carried achieved at least 53 votes in favour (the required majority of members present, if there were 105

members present). This includes Resolution #16 referenced above, which shows an amended vote count of 67 in favour, 4 opposed, 22 spoiled. Only Resolution #4 was initially recorded as passed, but in fact failed after the re-count. Further, the 2022 AGM minutes show that the members approved the amended 2021 AGM minutes by a clear majority, including the revised vote counts on each resolution and that Resolution #4 failed.

42. Overall, I find the evidence shows the society acknowledged and corrected the vote count from the 2021 AGM. While I acknowledge Mrs. Harkness' concerns about the initial vote counting errors, which I find were significant, I find there is no evidence that the re-count failed to correct the errors. Specifically, I find that the re-count correctly accounted for abstentions when calculating whether a given resolution received majority approval, as required under bylaw 5.2. So, I find it is unnecessary to make any orders about how the society should treat abstentions on votes going forward, as Mrs. Harkness requested. I dismiss Mrs. Harkness' claims as they relate to recording vote results.
43. I note that Mrs. Harkness also questions whether the amended 2021 AGM minutes were "registered with Victoria". It is not entirely clear what she means, as I find there is no requirement in the bylaws or the SA to register general meeting minutes. Section 17 of the SA requires a society to file proposed bylaw alterations with the Registrar of Companies (registrar), and a society must also file an annual report with the registrar under SA section 73. However, I find those provisions do not say that minutes or the results of votes held at general meetings must also be filed. Overall, I find there is insufficient evidence to conclude the society failed to file or register any required documentation.

### ***Fireside chat meetings***

44. Mrs. Harkness says that the society is holding meetings that it fails to prepare minutes for, leaving members who are unable to attend the meetings uninformed.
45. The society admits that it holds several "fireside chats" throughout the year to provide an opportunity for members to exchange information and ideas. The society says

these are informal gatherings, and that no formal business or votes are conducted at these meetings, so minutes are not required. I agree. My reasons follow.

46. Section 20 of the SA sets out the records a society is required to keep. Specifically, section 20(1)(i) requires a society to keep the minutes of each general meeting, including the text of each resolution voted on at the meeting, and section 20(2)(a) requires a society to keep the minutes of each directors' meeting, including a list of the directors at the meeting and the text of each resolution voted on at the meeting.
47. While all or several directors may attend the fireside chat meetings, there is no suggestion that any quorum is required to hold the meetings, and there is no evidence that the directors hold any votes on the issues discussed. Overall, I find the fireside chats are not formal directors' meetings or general meetings that require minutes under SA section 20.
48. I note that this conclusion is consistent with the BC Supreme Court's decision in *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610 about minutes of strata council meetings under the *Strata Property Act* (SPA). Similar to section 20 of the SA, section 35 of the SPA requires a strata corporation to keep minutes of general meetings and council meetings, including the results of any votes. In *Kayne*, the court held that the SPA requires minutes of strata council meetings at which decisions are taken but it would be unrealistic to expect council to keep minutes of all informal meetings. I find the same reasoning applies to informal society meetings under the SA, such as the fireside chats described here.
49. In the absence of any decisions being made during the fireside chats, I find minutes are not required. I dismiss Mrs. Harkness' claim that the society be required to take minutes of the informal fireside chat meetings.

### ***Improperly acting on proposed rules***

50. Mrs. Harkness alleges that the board has suspended and amended various rules at its discretion without a member vote at a general meeting. The society did not provide

a substantive response to this claim and says only that it is “all subject to interpretation”.

51. Society bylaw 14.1 permits the board to prescribe a rule, policy, or regulation to deal with an emergency, provided that the rule, policy, or regulation is confirmed by members at the next AGM. If members do not approve the rule, policy, or regulation at the AGM, it will no longer have any force or effect. There is no bylaw stating that rules made in the absence of an emergency are effective until they are ratified by members at a general meeting. Further, bylaw 14.4 refers to rules being “made by members in a general meeting”.
52. Reading the society’s bylaws as a whole, I find that rules and regulations must be approved by a majority vote of members at a general meeting to be effective, other than in an emergency under bylaw 14.1. While there are no bylaws specifically about amending or repealing rules and regulations, I apply the same reasoning and find that existing rules and regulations remain in effect until they are amended or repealed by a majority vote at a general meeting, except in an emergency.
53. Mrs. Harkness provides 2 examples to support her allegation. The first example relates to another member’s application to construct an enclosed sunroom structure on their RV site. Mrs. Harkness says the board “suspended” certain rules and regulations that permit such structures when it declined to approve the application for several months. However, Mrs. Harkness does not request any specific remedy relating to the board’s alleged rule suspension. So, I decline to make any findings about it.
54. The second example Mrs. Harkness provides involves a proposed rule to impose a 14-foot height restriction on structures. The June 13, 2022 board meeting minutes noted there was a request from the floor at the 2022 AGM to implement the height restriction, which the minutes said was put to a vote by show of hands and received unanimous support. The minutes stated that as a result, the board would draft a rule amendment for ratification at the next general meeting, and it would not approve any further structures higher than 14 feet from ground level in the meantime.

55. Mrs. Harkness requests an order that the society “cease and desist” enforcing the proposed height restriction until the rule is properly ratified by a majority vote of the members at a general meeting. Neither party provided a complete copy of the society’s rules and regulations, so I find the general process and extent of the board’s discretion in approving applications for RV site alterations and building structures is unclear. That said, I agree that the board cannot reject an application for a structure solely because it is more than 14 feet high, until the members have approved a rule and regulation imposing that height restriction by a majority vote at a general meeting.
56. Given the board’s stated intention to enforce a 14-foot height restriction on structures in the absence of a ratified rule or regulation, I find it is appropriate to order the society not to enforce the proposed 14-foot height restriction rule unless and until it has been approved by members at an AGM or SGM.
57. For clarity, this order does not mean that the board is obligated to approve all applications for structures higher than 14 feet until the rule has been approved, as there may be other legitimate reasons for the board to reject such an application.

### ***Directors’ terms***

58. Mrs. Harkness claims that the society is not following its bylaws about directors’ terms. Specifically, she says that all 4 directors who attained office by acclamation at the 2021 AGM were improperly given 2-year terms, without a required member vote to determine their applicable terms.
59. Part 6 of the society’s bylaws deals with directors. Bylaw 6.3 says that directors’ terms of office will be staggered to promote stability and continuity on the board between AGMs. This bylaw goes on to provide an example where there are 7 directors elected, and it states those directors will have a term of 1 or 2 years, in descending order of votes cast in their favour, with the top 4 vote-getters receiving a 2-year term, and the bottom 3 receiving a 1-year term.
60. Bylaw 6.4 says that where more than one director attains office by acclamation, members must vote by secret ballot to determine the term of office for each acclaimed

director using the formula set out in bylaw 6.3. This bylaw also says that where there are less than 7 directors elected or acclaimed, the directors will have terms of office of 1 or 2 years determined in order of votes cast, so that no more than 3/7 directors elected or acclaimed at an AGM have a 1-year term.

61. Minutes from the 2021 AGM show that the board had 4 open director positions, and that only 4 members put forward their names for election. So, those 4 members attained office as directors by acclamation. The other 3 director positions were held by members completing the second year of their 2-year terms.
62. Mrs. Harkness provided an email exchange she had with several board members shortly before the 2022 AGM. In this exchange, the board advised Mrs. Harkness that it interpreted the bylaws as providing that the 4 acclaimed directors each received 2-year terms because the 3 directors completing the second year of their 2-year term were essentially now serving 1-year terms as of the 2021 AGM. The email exchange shows that the board interpreted the bylaws as saying no more than 3 directors can hold a 1-year term at any given time, so no vote was needed to decide terms for the 4 acclaimed directors at the 2021 AGM, as they each had to receive 2-year terms.
63. I disagree with the board's interpretation of the bylaws. I find that under bylaw 6.4, the society was required to hold a vote by secret ballot to determine the term of office for the 4 directors who attained office by acclamation. The top 2 vote-getters would have received a 2-year term, and the other 2 acclaimed directors would have received a 1-year term. I also find that directors serving the second year of a 2-year term are not converted to a 1-year term, as the board suggested. Rather, directors in the second year of their term are still fulfilling a 2-year term. Further, bylaw 6.4 says that no more than 3 directors elected or acclaimed at an AGM can have a 1-year term. It does not say that no more than 3 directors can be serving a 1-year term at any given time.
64. So, what is the appropriate remedy for the board's apparent misapplication of the society's bylaws about directors' terms? As noted above, the society has already held another AGM since the 2021 AGM. The email exchange referenced above suggests

that 2 of the acclaimed directors resigned during the first year of their term. The minutes from the 2022 AGM appear to confirm this, as they show that 5 directors were elected.

65. I find it would serve no purpose to order the society to hold a vote to determine the terms of the 4 directors acclaimed at the 2021 AGM, as Mrs. Harkness suggests. This is because 2 of those directors have already resigned and the other 2 (LE and SB) are well into the second year of their term. So, I decline to make any orders about the terms for the directors acclaimed at the 2021 AGM.
66. The society did not explain what terms the 5 directors elected at the 2022 AGM received. I find that under the formula provided in bylaw 6.3, the top 3 vote-getters (MT, KB, and LR) have 2-year terms and the other 2 directors elected (TS and KG) have 1-year terms. Under bylaw 6.7, the 2 directors completing the second year of their 2-year term (LE and SB) and the 2 directors serving 1-year terms (TS and KG) must retire from office at the AGM held in 2023, if they have not already done so. Nothing in the bylaws prevents them from putting their names up for re-election.
67. Given the board's previous misapplication of the bylaws about directors' terms, I find it is appropriate to order the society to comply with bylaws 6.3 and 6.4, as I have interpreted them in this decision.

## **CRT FEES AND EXPENSES**

68. 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. I find that Mrs. Harkness was partially successful in proving her claims, and so I find she is entitled to reimbursement of half her CRT fees, which is \$112.50.
69. The society did not pay any fees and neither party claims dispute-related expenses.



## ORDERS

70. I order that:

- a. Within 60 days of this decision, the society call an AGM or SGM to hold a vote to replenish the rip rap special levy, in the amount spent from the levy on the berm, either from the CRF or by a new special levy.
- b. The society must comply with bylaw 9.23 by reasonably informing members about the expenditure of the rip rap special levy.
- c. The society refrain from enforcing the proposed 14-foot height restriction rule unless and until such a rule is approved by members at an AGM or SGM.
- d. The society must comply with bylaws 6.3 and 6.4 in applying board of directors' terms of office.
- e. Within 14 days of this decision, the society pay Mrs. Harkness \$112.50 as reimbursement of CRT fees.

71. I dismiss Mrs. Harkness' remaining claims.

72. 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.

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Kristin Gardner, Tribunal Member