



# Civil Resolution Tribunal

Date Issued: March 22, 2023

File: CS-2022-002171

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Lynden-Burch v. Skeena Senior Citizens Housing Society*,

2023 BCCRT 238

B E T W E E N :

EROCA LYNDEN-BURCH

**APPLICANT**

A N D :

SKEENA SENIOR CITIZENS HOUSING SOCIETY

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kate Campbell, Vice Chair

## INTRODUCTION

1. This dispute is about governance of a society.
2. The respondent, Skeena Senior Citizens Housing Society (society), is a society incorporated under the *Societies Act* (SA). The society's constitution says its

purpose is to provide housing for elderly citizens, and persons and families of low income.

3. The applicant, Eroca Lynden-Burch, is a member of the society. She says the society has failed to follow the SA, its constitution, and its bylaws. These alleged breaches include failing to obtain members' approval for bylaw amendments, spending from the maintenance fund in a manner not permitted by the bylaws, conducting meetings improperly, and failing to provide records.
4. As remedies in this dispute, Mrs. Lynden-Burch requests the following orders against the society:
  - Follow society rules and regulations.
  - Follow SA section 17 about altering bylaws.
  - Do not submit bylaw alterations to Registrar of Companies (registrar) without authorization as required in bylaws.
  - Inform members of "erroneous" rental insurance interpretation.
  - Follow SA section 11 about bylaws.
  - Stop creating new rules not permissible in bylaws.
  - Follow bylaw 5 about complying with bylaws.
  - Spend maintenance fund only according to the bylaws and contract agreement.
  - Reimburse maintenance fund for cost of unit repairs.
  - Comply with the membership agreements signed by society members and the society.
  - Refund recreational vehicle (RV) owners accrued monthly \$30 fees.

- Follow constitution, contract agreement, bylaws, rules and regulations about RV and car parking.
- Replace hot water tanks every 12 years, using certified electricians and plumbers.
- Follow AGM agenda, take nominations from the meeting floor, appoint scrutineers, and follow appropriate voting procedures.
- Follow SA section 42(2) about electing directors.
- Remove candidates from ballots who are not present at annual general meeting (AGM).
- Follow Roberts Rules of Order at all meetings.
- Get a parliamentary procedure expert to assist with society meetings.
- Use a template for meeting minutes, factually record information in minutes, and include signature for authentication.
- Correspond with members in a “democratic” and respectful manner, with writer’s signature.
- Obtain members’ approval before spending above the \$5,000 limit set out in the society’s rules.
- Obtain professional assessment before spending large sums.
- Follow SA section 36(1) about employee remuneration.
- Stop having a full-time contractor.
- Provide annual cost analysis sheet to members.

5. The society denies Mrs. Lynden-Burch's claims. It says it did not alter its bylaws, and has followed the SA.
6. Mrs. Lynden-Burch is self-represented in this dispute. The society is represented by a board member.

## **JURISDICTION AND PROCEDURE**

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over certain society claims under section 129 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.
8. 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.
9. 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.
10. Under section 131 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.

### ***Preliminary Matters***

11. In her dispute application, Mrs. Lynden-Burch says she brings her claims as a representative of a group of 7 society members. However, no other members were named as applicants in this dispute, and there is no indication that Mrs. Lynden-

Burch has legal authority to bring claims on their behalf. So, I have considered the claims in this dispute as solely those of Mrs. Lynden-Burch.

12. Mrs. Lynden-Burch requests several orders that the society comply with the SA and bylaws, and its rules and regulations. The society is already required to do that, so a general order to do so would have no practical effect, and is likely unenforceable. However, in my reasons below I have considered the specific remedies appropriate for each successful claim.

13. In her submissions, and in a document uploaded in evidence titled, “My issues on 2021 Agenda items”, Mrs. Lynden-Burch requested numerous additional remedies. These remedies were not raised in the Dispute Notice. For example, Mrs. Lynden-Burch requested an order that the society stop acting on a contract to re-roof the building. She also asked for these additional orders against the society, as well as other orders not listed here but interwoven in her submissions:

- Society directors follow SA 53(1) and stop “abusive power”.
- Stop asking for post-dated cheques.
- Allow extraordinary general meetings.
- Fix bathroom fans.
- Provide a budget at AGMs for approval by member vote.
- Approve maintenance fee increases at AGMs by member vote.
- Stop signing homeowner grant forms.
- Replace flooring on stairs in Mrs. Lynden-Burch’s unit.
- Explain alleged \$1 million deficit.

14. Because these remedies were not raised in the Dispute Notice, I find it would be procedurally unfair to consider them in this decision. In particular, I find that

adjudicating late-raised remedy requests would undermine the purpose of the CRT's facilitation process. Also, I find the society did not have an adequate opportunity to respond to these late-raised claims. It was open to Mrs. Lynden-Burch to request an amendment to the Dispute Notice, but she did not do so. For these reasons, I have not addressed any claims or remedies not included in the Dispute Notice.

15. Mrs. Lynden-Burch also provided extensive evidence and submissions about repairs for damage caused by an April 26, 2022 water leak. This leak occurred after Mrs. Lynden-Burch filed her application for dispute resolution on March 28, 2022. For the reasons explained in the previous paragraph, I make no findings in this decision about the leak or leak repairs.

## **ISSUES**

16. The remaining issues in this dispute are:

- a. Did the society alter bylaws in a manner contrary to the SA?
- b. Did the society alter rules without approval?
- c. Must the society inform its members of an "erroneous" rental insurance interpretation?
- d. Did the society improperly direct members to use particular suppliers and contractors for renovations?
- e. Has the society spent maintenance funds improperly?
- f. Must the society refund any fees to RV owners?
- g. Must the society replace any hot water tanks?
- h. Should the CRT order the society to change its meeting and voting procedures?

- i. Must the society's meeting minutes follow a template, and include a signature?
- j. Must the society's correspondence be respectful, democratic, and signed?
- k. Must the society obtain member approval before spending over a certain limit, and obtain a professional assessment before spending large sums?
- l. Must the society stop having a full-time contractor?
- m. Must the society provide an annual cost analysis sheet to members?

## **BACKGROUND FACTS**

17. In a civil claim like this one, Mrs. Lynden-Burch, 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.

### ***Did the society alter bylaws contrary to the SA?***

18. SA section 17 says that in order to alter bylaws, a society must first obtain membership approval through a special resolution. Section 17(3) says that a bylaw alteration takes effect when the society files a bylaw alteration application with the registrar.
19. Mrs. Lynden-Burch says the society altered its bylaws without obtaining proper membership approval. For the following reasons, I find she has not proven this claim.
20. Documents from the registrar show that the society filed bylaws in May 2018. The society says these are the bylaws it currently uses, and I find that Mrs. Lynden-Burch has not proven otherwise.
21. Mrs. Lynden-Burch says the bylaws filed in May 2018 were not properly approved by the society membership. However, I find the evidence does not support that

assertion. The society provided a copy of a document from the registrar dated December 7, 2017, which included the society's bylaws at that time. The last page of those bylaws show that they were dated and witnessed on May 30, 1988. The society says these are the same as the bylaws filed again with the registrar in May 2018, and I agree. So, I find the May 2018 bylaws did not require further membership approval.

22. Mrs. Lynden-Burch refers to a document she calls the "currently used bylaws", which is dated April 26, 1989. These bylaws are different from those set out in the May 2017 registry documents (which are the same as, and those filed in May 2018). However, there is no evidence before me that these 1989 bylaws were ever filed with the registrar. Therefore, I find they are not binding. Also, I find Mrs. Lynden-Burch has not provided evidence to support her argument that the society currently uses the 1989 bylaws.
23. Based on the evidence before me, I agree with the society's assertion that the bylaws have not changed. Based on SA section 17(3), I find that the bylaws filed with the registrar in May 2018 are the society's bylaws. I dismiss Mrs. Lynden-Burch's claim that the society impermissibly changed its bylaws.

***Did the society alter rules without approval?***

24. The society's bylaw 23(c) allows the society to make rules at a general meeting. The rules are set out in a document titled "Rules and Regulations". The document indicates that it was first created in August 1990, and amended on noted dates after that. The most recent amendments were recorded as occurring in July 2020, July 2021, and April 2022.
25. Rule H(5) says a rule change requires a 2/3 majority vote by residents in order to pass.
26. Mrs. Lynden-Burch says the society changed its rules without obtaining membership approval. She provided old and new copies of rules, showing an



addition to rule E(1) about complaints to the board, and a new rule E(4) about posting on information boards. I discuss these alleged rule changes in turn.

### ***Rule E(1)***

27. As noted, rule E(1) is about how members may make complaints to the board. The old and new copies of the rules show that the society added additional language and terms to rule E(1).
28. The society admits it changed rule E(1). It says this change “missed the minutes” due to Covid restrictions which affected AGM participation. I note that the society did not specifically say, or provide evidence to confirm, that a vote was actually held at the AGM.
29. Having reviewed the minutes provided in evidence, I find there is nothing in them that shows approval of this rule amendment. SA section 20(1)(i) requires a society to keep minutes of general meetings, including the text of each resolution voted on at the meeting. There is no evidence before me, such as minutes or a statement from a meeting participant, proving the change to rule E(1) was approved. Also, even if there was a vote, there is no evidence to confirm that it received 2/3 of votes in support, as required under rule H(5).
30. For these reasons, I find the change to rule E(1) is invalid, and the previous version of the rule applies. I order the society to immediately stop enforcing the changed version of rule E(1). To clarify, this means the previous version of rule E(1), which states as follows, remains in force:

Any and all complaints by a resident are to be submitted to the Board of Directors in writing; no discussion shall be entertained by telephone, except in emergency. All complaints shall be kept in strictest confidence by the Board.

### ***Rule E(4)***

31. The July 2021 AGM minutes say that members voted on a new rule that “All posting has to go through the Board for approval”.
32. I find this resolution was vague, since it does not set out the actual wording of what became rule E(4). More significantly, there is no indication in the minutes that the new rule actually passed. Rather, the minutes only say that 40 members attended the meeting, and 30 members voted on the resolution about the rule. The minutes do not say how many voted in support of or against the resolution, that a 2/3 threshold was achieved, or that the resolution passed.
33. I find that the minutes and other evidence before me does not show that rule E(4) was approved by the members. Since it was open to the society to provide evidence on this topic, and it did not, I make an adverse inference against the society and find the rule change was not approved. So, I order the society to immediately stop enforcing rule E(4).

### ***Must the society inform its members of an “erroneous” rental insurance interpretation?***

34. Mrs. Lynden-Burch says the society wrongfully informed members and her insurer that residents must purchase tenants’ insurance, rather than strata lot insurance. She says this resulted in reduced and inappropriate insurance coverage.
35. In July 11, 2022 letter to members, the society said there had been “insurance confusion”. The letter said its “information and recommendations” to members was that members do not own their units, so insurance coverage should be acquired under “life-lease tenant terms”.
36. The documents in evidence show that Mrs. Lynden-Burch’s unit is not a strata lot. The society is not a strata corporation, and the residents’ units are not located in a strata corporation. Rather, tax assessment documents show that the society owns the building in which the residents live. Under the society’s bylaws and a standard agreement (agreement) signed by each member, members pay a specified sum to

the society and are then entitled to occupy a unit. The sum is described in the agreement as a “loan”, set out in a promissory note, with no interest or security. The agreement says the right to occupy the unit ends when the member demands repayment of the loan, or when their membership is terminated.

37. Since Mrs. Lynden-Burch does not live in a strata lot, I find it was reasonable for the society to suggest that strata lot insurance was inappropriate. Also, if Mrs. Lynden-Burch still wanted to purchase strata lot insurance, I find it was open to her to attempt to find an insurer who would sell her that product. Since the society does not sell the insurance, I find it is not responsible for Mrs. Lynden-Burch’s insurance policy.
38. In its July 11, 2022 letter to members, the society said that members must carry \$2 million in liability coverage, and provide proof of that coverage to the society’s office. There is nothing in the society’s bylaws, rules, or the agreement that requires purchase of any type of insurance, in any amount. So, I find that this direction is not enforceable. I order the society to immediately stop requiring proof of liability insurance, and inform its members that liability insurance is recommended but not required. Nothing in this decision stops the society from enacting a future rule requiring insurance.

***Did the society improperly direct members to use particular suppliers and contractors for renovations?***

39. Mrs. Lynden-Burch says the society verbally demanded that members could only purchase renovation materials locally, and only use a specific contractor. She says this directive is not permitted under the bylaws, rules, or agreement.
40. In its submissions, the society says it encourages using local suppliers and contractors, to support local businesses. However, it says members can use approved materials from a supplier of their choice, and use a qualified licensed contractor of their choice.
41. I find that this written admission from the society resolves this claim, and I make no further findings about it.

***Has the society spent maintenance funds improperly?***

42. Mrs. Lynden-Burch says the society has paid for repairs to individual units, which under the agreement are the responsibility of the occupants. She says this has led to significant increases in members' monthly maintenance fee payments, and is also unfair because some members have paid for their own unit repairs.
43. Mrs. Lynden-Burch relies on section 7(e) of the agreement, which says the member must repair and maintain their unit, including windows and doors, and keep it in good repair. Section 10 of the agreement says the society will repair and maintain common property, common facilities, common areas, shared pipes and wires, and building exteriors except windows, doors, balconies and patios included in a unit.
44. I also note agreement section 7(b), which says members must pay monthly fees for electricity, sewer, garbage, "repairs and maintenance on buildings", grounds upkeep, snow removal, property taxes, and insurance.
45. Mrs. Lynden-Burch provided a copy of January 27, 2020 directors' meeting minutes which include a maintenance report. That report lists repairs in various specified units, including replacing doorknobs, taking out a dishwasher to find a leak, installing a toilet seal, and installing a bathroom light. Similarly, October 26, 2020 directors' meeting minutes indicate that the society changed a closet door in a unit, and changed fire alarm batteries in all units.
46. It is not entirely clear from the evidence that the society paid for these repairs, but since the society did not argue or provide evidence showing otherwise, and based on the documentation of interior repairs in the minutes, I find the society has paid for some interior unit repairs. The society did not provide submissions about why this is permissible under the agreement, when section 7(e) says such repairs are a members' responsibility.
47. The society says that money for building maintenance is not taken from members' monthly fees, but is instead taken from the loan each member pays to occupy a

unit. The society says that “each account is kept separate”, but did not explain what that means.

48. Regardless of whether the money comes from the loans or the monthly fees, I find that section 7(e) of the agreement means that the society must not pay for individual unit repairs or maintenance. I order the society to stop paying for these expenses, except to the extent they are necessary to maintain the parts of the building the society is responsible for under the agreement.
49. Mrs. Lynden-Burch asks for an order that the society collect payment for past repairs from unit occupants. However, I find there is insufficient evidence about what each repair cost. So, I do not make this order.

***Must the society refund any fees to RV owners?***

50. The evidence shows that at the July 2021 AGM, the society informed members that there was a shortage of parking for second vehicles, which could be solved by moving RVs elsewhere. The 2021 AGM minutes state that members approved a resolution to spend \$6,000 to expand the RV parking, with a fee of \$30 per month applied to RV owners until the amount was repaid.
51. Mrs. Lynden-Burch says the \$30 RV fee is unfair, and not permitted by the agreement. She relies on agreement section 11, which says the society must levy fees “with respect to the operation of the Unit and the Lands pursuant to this Agreement” equally between all members. The society says it is entitled to charge user fees for “extended services” that only some residents use, including RV parking.
52. For the following reasons, I find Mrs. Lynden-Burch has no standing (legal authority) to make this claim about RV parking fees. The evidence suggests she has no RV. There is no evidence that she has been charged the fee, or paid it, or that she plans to get an RV. Rather, the evidence and submissions indicate Mrs. Lynden-Burch is making this claim on behalf of another member, who is not a party to this dispute.

53. In general, Mrs. Lynden-Burch has standing as a member to make claims about how the society operates, including its finances. However, the agreement is signed by each member individually, and is a contract between that member and the society. I find that Mrs. Lynden-Burch has no standing to make claims arising from another member's agreement with the society.
54. So, I conclude that Mrs. Lynden-Burch has no standing to make a claim about RV parking fees. I dismiss this claim.

***Must the society replace hot water tanks?***

55. Mrs. Lynden-Burch says the hot water tanks in the units are 12 years old, and the society refuses to replace them, which is causing insurers to refuse insurance claims. She says this is contrary to society rule 10. That rule says the society assumes the responsibility of replacing hot water tanks and baseboard heaters when necessary.
56. As evidence for this claim, Mrs. Lynden-Burch provided a copy of an insurer's letter to society member EC. The letter says EC's hot water tank "may be" over 12 years old, so EC should advise the insurer if had been replaced or else a limitation might be placed on the insurance coverage when the policy was renewed. A handwritten note on the letter, signed "Board of Directors", said that the hot water tank did not belong to EC, so EC should not mention it when renewing the policy.
57. In its submissions, the society says it replaces hot water tanks on a 12 year cycle. It provided an October 7, 2022 letter from its insurance broker, LS. LS wrote that the society is proactive with repairs, replacement and maintenance "on all units", including hot water tanks. The letter said multiple hot water tanks are replaced on an ongoing basis, for which the society provided invoices to its insurer.
58. Mrs. Lynden-Burch provided no evidence that her insurance has been affected by hot water tank maintenance, or that the hot water tank she uses is old or requires replacement. There is nothing in the SA, bylaws, rules, or agreement that requires hot water tank replacement on a particular schedule. LS's letter indicates that the

society has provided evidence to its insurer of regular hot water tank replacement. There is no evidence before me indicating that any of the society's hot water tanks are over 12 years old (or any age).

59. Based on this evidence, I find Mrs. Lynden-Burch has not proved her claim for hot water tank replacement. So, I dismiss this claim.

***Should the CRT order the society to change its meeting and voting procedures?***

60. Mrs. Lynden-Burch says there were numerous problems with the way the society conducted the 2020 and 2021 AGMs.
61. First, she says the society allowed resolutions from the meeting floor to add bylaws. As discussed in my reasons above about bylaws, I find there were no bylaw amendments in 2020 or 2021. From her submissions and the evidence before me, I infer that Mrs. Lynden-Burch means that rules were amended at the 2020 and 2021 AGMs. She says that rule amendments require a special resolution.
62. SA section 1(1) says that a special resolution is a resolution passed at a general meeting by at least 2/3 of the votes cast, consented to by all members in writing, or passed in another way as permitted by bylaws. SA section 78 says notice of a general meeting must include the text of any special resolution.
63. SA section 15(2) requires a special resolution to alter a bylaw. However, I find there is nothing in the SA, bylaws, rules or agreement that requires a special resolution to alter a rule. As discussed previously, rule H(5) says residents must approve all rules by a 2/3 majority. However, the term "special resolution" is not used. So, I find that rule H(5) does not require a special resolution, with written notice in advance. Contrary to Mrs. Lynden-Burch's submission, I find a resolution to add or alter a rule may come from the meeting floor.
64. Second, Mrs. Lynden-Burch says the AGMs were held ineptly and unfairly, and did not follow rules of order. Among other remedies, she requests an order that society

must follow Robert's Rules of Order at all meetings, and get a parliamentary expert to assist with meetings.

65. There is nothing in the SA, bylaws, or rules that require the society to follow particular rules of order, such as Robert's Rules, or parliamentary procedure. Bylaw 14 sets out a list of business to be conducted at a general meeting, including "adoption of rules of order", but no specific form of rules is required. So, I do not order the society to follow Robert's Rules, or to hire a parliamentary procedure expert. I note that under bylaws 17 and 18, the society president generally must chair general meetings.
66. Third, Mrs. Lynden-Burch says the society impermissibly allowed a candidate, LF, who was not present at the meeting, to stand for an elected director position. SA section 42 says that a director's election is invalid unless the individual consents in writing to be a director, or the election is made at a meeting which the individual attends.
67. There is no evidence before me confirming that LF gave written consent to be a director. However, since LF's term is now over, I find that there is no available remedy in any event. Mrs. Lynden-Burch asks for an order that in future, the society remove the names of candidates from ballots if they are not present at the meeting. However, SA section 42 allows written consent instead of in-person attendance. So, I dismiss Mrs. Lynden-Burch's claim about LF's election.
68. Mrs. Lynden-Burch also requests orders that the society follow an AGM agenda, take nominations from the meeting floor, appoint scrutineers, and follow appropriate voting procedures.
69. I find the society is already required to follow the SA and bylaws about what items to include on AGM agendas, and how voting must occur. So, I make no further order about that. There is nothing in the SA or bylaws that requires the society to appoint scrutineers or take nominations from the meeting floor, so I also do not make those orders.



70. For these reasons, I dismiss Mrs. Lynden-Burch's claims about meeting and voting procedures.

***Must the society's meeting minutes follow a template, and include a signature?***

71. There is nothing in the SA, bylaws, rules, or agreement requiring that minutes follow a template, or include a signature. The bylaws say the secretary must keep minutes, but does not specify any particular form. SA section 2)(1)(i) says the society must keep minutes of each general meeting, including the text of any resolutions voted on at a meeting.

72. Having reviewed some of the society's AGM minutes, I find they are vague and difficult to follow. More precise minutes may prevent future disputes. However, I find the form of the society's minutes does not breach any provision of the SA, bylaws, rules or agreement. So, I dismiss this claim.

***Must the society's correspondence be respectful, democratic, and signed?***

73. There are no provisions in the SA, bylaws, rules or agreement that society correspondence must be respectful, democratic, or signed.

74. The CRT has jurisdiction under CRTA section 131(2) to grant a remedy for "unfairly prejudicial" actions by a society. To succeed in a claim about unfairly prejudicial actions, an applicant must establish that the society failed to meet the applicant's reasonable expectations and that, on an objective basis, that failure involved prejudicial consequences (see *Dalpadado v. North Bend Land Society*, 2018 BCSC 835).

75. I agree that some of the society's correspondence was ill-considered. This is particularly true of the December 14, 2020 letter to SB, in which the society said it did not follow the SA.

76. However, I find there is no evidence before me establishing that the society's correspondence reached the level of unfairly prejudicial, or that Mrs. Lynden-Burch suffered prejudicial consequences because of it. So, I dismiss this claim.

***Must the society obtain member approval before spending over a certain limit, and obtain a professional assessment before spending large sums?***

77. Mrs. Lynden-Burch says the society has spent money without obtaining the necessary approval. In particular, she says the society entered into a contract for re-roofing for \$60,000 without member approval.

78. Rule D(2) says the society must obtain member approval by 2/3 majority for any expenditure over \$5,000, "other than for regular maintenance, utilities, taxes, insurance, etc.".

79. The society says the members approved a higher amount for roof repairs at the 2021 AGM, so it was not necessary to obtain approval for the lower amount it secured from a different contractor. The resolution in question is set out in the 2021 AGM minutes as follows: "Roof replacement cost for 7 buildings is \$188,996.00 for 2022. Will ask about warranty."

80. The minutes indicate that this resolution "carried", but it is unclear exactly what decision is approved by this resolution. The resolution does not actually say that the members approved spending this amount.

81. Even more importantly, there is no indication in the minutes, or elsewhere in the evidence, showing whether votes were conducted by a simple majority, or by a 2/3 majority. Mrs. Lynden-Burch says the vote was only a 50% majority vote, and not the required 2/3 majority. I find that it was open to the society to provide contrary evidence on this point, but it did not. So, I accept Mrs. Lynden-Burch's assertion that it was a 50% majority vote.

82. Since roof replacement occurs rarely, I find it is not "regular maintenance", as contemplated in rule D(2). That means a 2/3 majority vote was required under the rule, and there is no evidence establishing that it was obtained.

83. Mrs. Lynden-Burch requests an order that the society obtain member approval for future large expenses. The CRT generally does not make orders about future events. However, since the society's minutes do not document clear approval of the past roofing expense, I find it appropriate to order the society to follow rule D(2) in the future, by obtaining a 2/3 majority member vote approval of all non-regular expenses over \$5,000.
84. Mrs. Lynden-Burch also says the society should have obtained a professional assessment to justify its decision to replace the roofs. In support of this argument, she cites SA section 53. That provision says that in performing their duties, a society director must act honestly and in good faith with a view to the best interests of the society, and must exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances.
85. Even if Mrs. Lynden-Burch had standing to make claims under section 53, I would find that SA section 53 does not specifically require a professional assessment for a society to approve a large maintenance expense such as re-roofing. I dismiss this part of the claim.

***Must the society stop having a full-time contractor?***

86. Mrs. Lynden-Burch says the society is paying a contractor to work full time, which is too expensive. However, I find she has not proven that the society pays a contractor to work full time. There is no evidence before me confirming that assertion. So, I dismiss this claim.
87. Mrs. Lynden-Burch also requested an order that the society follow SA section 36, which requires a society to provide information about employee and contractor remuneration in its financial statements. *Societies Regulation* section 9(2) says that this disclosure is only required if the employee or contractor was paid at least \$75,000 during the period covered by the financial statements. Mrs. Lynden-Burch did not provide submissions about this claim, or specify what was missing from the financial statements. She also did not establish that any employee or contractor was paid over \$75,000. So, I dismiss the claim about SA section 36.

88. The society admits to having contractors, but there is no evidence before me that the society has any employees

***Must the society provide an annual cost analysis sheet to members?***

89. Mrs. Lynden-Burch says the society has provided a cost analysis sheet in the past, but has stopped doing so.

90. In its submissions, the society says it decided not to present cost analysis sheets at meetings because they were too confusing for elderly members, but the cost analysis is available to any member who asks for a copy.

91. There is nothing in the SA, bylaws, rules, or agreement that requires the society to provide a cost analysis sheet. SA sections 20(1) and 24 require the society to keep financial statements and disclose them to members upon request, but there is no specific form in which the financial statements must be prepared.

92. Given that cost analysis sheets are not legally required, and since the society says it will provide the cost analysis to members upon request, I dismiss this claim.

**CRT FEES AND EXPENSES**

93. 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. I find Mrs. Lynden-Burch was unsuccessful in the majority of her claims. Also, as explained above, she raised numerous claims late in the CRT process, which significantly increased the volume of evidence and submissions in this dispute. For these reasons, I do not order reimbursement of her CRT fees. Neither party claimed dispute-related expenses, so I order none.

**ORDERS**

94. I order the society to immediately do the following:

- a. Stop enforcing rule E(4), and the new version of rule E(1).

- b. Stop requiring proof of liability insurance, and inform its members that liability insurance is recommended but not required.
- c. Stop paying for interior unit repairs that fall within the scope of agreement section 7(e), except to the extent necessary to maintain the parts of the building the society is responsible for under the agreement.
- d. Follow rule D(2), by obtaining a 2/3 majority member vote approval of all non-regular expenses over \$5,000.

95. I dismiss Mrs. Lynden-Burch's remaining claims.

96. 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