Civil Resolution Tribunal

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Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Egan v. De Cosmos Village Housing Co-op*, 2023 BCCRT 769

B E T W E E N :

MARGUERITE ANNE EGAN

APPLICANT

A N D :

DE COSMOS VILLAGE HOUSING CO-OP

RESPONDENT

REASONS FOR DECISION

Tribunal Member: David Jiang

INTRODUCTION

1. The applicant, Marguerite Anne Egan, owns shares and lives in the respondent cooperative association, De Cosmos Village Housing Co-Op (De Cosmos). She alleges the following:

a. De Cosmos' contractors damaged her unit. She seeks reports and inspections about the extent of her loss and unspecified compensation for loss of use and enjoyment of her unit.

b. De Cosmos' delayed or left incomplete required maintenance and repairs. She seeks orders for unspecified compensation for loss of heat, increased moisture in her unit, repairs and preventative maintenance, and reports about the damage and any completed repairs.

c. De Cosmos is responsible for a fall. She seeks unspecified compensation for pain and suffering, loss of ability to complete certain tasks, and reimbursement of medical and travel costs to see a physician.

d. De Cosmos failed to accommodate her request to move to a smaller unit. She seeks unspecified compensation for higher heating costs, higher housing charges, loss of privacy, stress, and vehicle costs. She also seeks compensation for improvements and alterations she made to her unit and new furniture if she does move.

e. De Cosmos or its contractors possibly exposed her to asbestos. She alleges unspecified "breaches", libel, nuisance, malpractice, and loss of enjoyment and lifestyle in connection with the asbestos. She seeks $45,000 as damages.

f. De Cosmos failed to properly apply a heating subsidy to her housing charges. She seeks $14,000 as compensation.

2. She also makes other allegations against De Cosmos without requesting a specific remedy about them. I discuss these below.

3. De Cosmos denies liability on various grounds. It says, among other things, that it acted in good faith and in accordance with the *Cooperative Association Act* (CAA), the parties' binding rules and Occupancy Agreement (OA), and its policies. It also says that Ms. Egan's claims are out of time under the *Limitation Act*. It submits that Ms. Egan's claims are unsupported by evidence and do not outline sufficient facts to make out a cause of action.

4. Ms. Egan represents herself. A member of De Cosmos' board of directors represents De Cosmos.

5. For the reasons that follow, I dismiss Ms. Egan's claims.

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.

Claims about Libel

10. Ms. Egan makes claims about libel. Libel is defamation in written form. De Cosmos says this claim is outlandish and lacks alleged facts to describe a claim. In reply

submissions, Ms. Egan says that De Cosmos falsely said it showed her another unit to move into at some point.

11. The CRT's jurisdiction for cooperative association claims is outlined under CRTA section 125(1). It says that the CRT has, with certain exceptions, jurisdiction in a dispute over a claim in respect of the CAA in relation to a housing cooperative concerning one or more of the following: 1) the interpretation or application of the CAA or a regulation, memorandum or rule under the CAA, 2) an action or threatened action by the association or its directors in relation to a member, and 3) a decision of the association or its directors in relation to a member.

12. I find that Ms. Egan's claims about libel are outside the CRT's jurisdiction for housing cooperative disputes. I find such claims are not "in respect of the CAA". The CRT has applied similar reasoning to conclude that libel claims are outside the CRT's jurisdiction for strata disputes. See, for example, *Dumitrescu v. The Owners, Strata Plan NES2518*, 2022 BCCRT 1226 at paragraph 32.

13. CRTA section 10(1) says the CRT must refuse to resolve a claim it considers is not within the CRT's jurisdiction. For the reasons stated above, I must refuse to resolve any claims about libel under CRTA section 10(1).

Claims about the Home Owner Grant

14. In reply submissions, Ms. Egan alleges that De Cosmos was responsible for the provincial government's denial of a Home Owner Grant. She provided as evidence a February 29, 2000 letter to De Cosmos about the issue.

15. The CRT has previously declined to consider claims or remedies not raised in the Dispute Notice. This is because raising a claim late deprives the other party of an adequate opportunity to respond and undermines the purpose of the CRT's facilitation process. See, for example, *Lynden-Burch v. Skeena Senior Citizens Housing Society*, 2023 BCCRT 238 at paragraphs 11 to 15. CRT decisions are not binding but I find the same reasoning applies here. I find it would be procedurally unfair to consider Ms. Egan's claims about the Home Owner Grant.

16. Consistent with my conclusion, CRT rule 1.19 allows applicants to ask the CRT to amend the Dispute Notice. Under CRT rule 1.19(3), the CRT will not issue an amended Dispute Notice after the dispute has entered the CRT decision process, except where exceptional circumstances apply. Ms. Egan did not ask the CRT to amend the Dispute Notice or identify any exceptional circumstances. So, I will not consider claims about the Home Owner Grant.

Other Allegations Mentioned in the Dispute Notice

17. In the Dispute Notice, Ms. Egan additionally alleges that De Cosmos did the following: it failed to accommodate her disability, it did not correctly subtract her disability allowance from housing charges, it engaged in bullying, violence, surveillance, and ridiculed and "mobbed" her.

18. Ms. Egan did not request any specific remedies about the above-noted allegations. So, I find she included them for background purposes only. I reach this conclusion in part because in her requested remedies, Ms. Egan included a brief rationale for each remedy. She did not include the above-listed allegations.

ISSUES

19. The remaining issues in this dispute are as follows:

    a. Is De Cosmos liable for its contractors damaging Ms. Egan's unit?

    b. Is De Cosmos liable for delayed or incomplete maintenance and repairs?

    c. Is De Cosmos liable for Ms. Egan's fall?

    d. Did De Cosmos improperly refuse Ms. Egan's request to move to a smaller unit?

    e. Must De Cosmos pay $45,000 for possible asbestos exposure, nuisance, and other claims?

    f. Must De Cosmos reimburse Ms. Egan $14,000 for a loss of heat subsidy?

BACKGROUND, EVIDENCE AND ANALYSIS

20. In a civil proceeding like this one, Ms. Egan must prove her claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.

21. A certification of incorporation shows that De Cosmos became incorporated under the CAA in July 1971. The memorandum of association shows De Cosmos' purposes include providing housing to its members on a cooperative basis.

22. Section 13 of the CAA says cooperative associations like De Cosmos must have rules. CAA section 18 says that rules generally bind the cooperative association, each member, and each investment shareholder. I find the applicable rules are those filed with the registrar in August 2004, and include an attached and binding OA labelled Schedule A. There are also some amendments filed in November 2013.

23. Some of the relevant OA sections are as follows. OA section 11.01 says that members like Ms. Egan shall, at their own expense, keep the interior of their unit in good condition and repair and in keeping with the character of the rest of the development.

24. OA section 22.02 says that De Cosmos shall maintain and manage the development, keeping it and the surrounding grounds in good condition and repair, free from obstruction, and shall keep the passageways, roads, sidewalks, and common grounds in good repair and order and well-lighted.

25. OA section 22.03 says that De Cosmos shall keep in good repair the foundations, walls, supports, roof, gutters, beams, pipes, electrical conduits and other equipment or machinery required for the proper operation of the development. It also says that, upon notice, De Cosmos may enter into a unit for such repairs.

26. OA section 4.01 says members must pay a monthly housing charge for De Cosmos to fund itself.

27. The correspondence refers to other policies and lease agreements. These are not in evidence.

28. Correspondence shows that Ms. Egan moved into the cooperative in 1989. Her housing charges were, and continue to be, subsidized. De Cosmos' evidence, discussed below, shows that the subsidy is provided partially or entirely by the Canada Mortgage and Housing Corporation (CMHC) under its Federal Community Housing Initiative (FCHI). Currently, the cooperative engages COHO Management Services (COHO) to provide management services. I refer to some COHO documents below.

The Applicable Law

29. CRTA sections 125 and 127 allow the CRT to make orders to prevent or remedy an unfairly prejudicial action or decision by a cooperative association like De Cosmos. This mirrors the language in CAA section 156(1)(b), which gives the BC Supreme Court the power to make orders to remedy actions or threatened actions that are unfairly prejudicial to a member. Although the parties did not use this term, I find most of Ms. Egan's claims are about alleged unfairly prejudicial conduct by De Cosmos.

30. To prove her claim, Ms. Egan must show that De Cosmos failed to meet her reasonable expectations and that the failure to meet those expectations had unfairly prejudicial consequences. See *Watson v. Lore Krill Housing Cooperative*, 2022 BCCRT 1167 at paragraph 20. While CRT decisions are not binding, I agree with the reasoning in this decision.

31. Unfairly prejudicial conduct is inequitable or unjust. The member does not need to establish that the cooperative acted in bad faith. Rather, when determining whether an action or decision was prejudicial, the focus is on the impact on the member's interests. See *Watson* citing *Scipio v. False Creek Housing Co-operative Housing Association*, 2012 BCSC 1339, at paragraph 21.

Issue #1. Is De Cosmos liable for its contractors damaging Ms. Egan's unit?

32. The background to this claim is described in Ms. Egan's November 2, 2019 letter to De Cosmos' board of directors. She said that she had freshly painted her unit. After this, De Cosmos' carpeting and subfloor contractors entered her unit to install carpeting and do other work. She says they damaged her unit and personal items.

33. Ms. Egan seeks orders for reports or inspections about the damage done plus compensation. Ms. Egan provided photos of the following damage: paint chips to walls and a pillar, a worn edge on a shelving unit, and punctures to her couch's surface.

34. De Cosmos denies these claims. It says the photographs, on their own, do not show that De Cosmos is liable or that its contractors were negligent.

35. As noted above, OA section 22.03 says that De Cosmos may enter into units for repairs. A cooperative is not a strata corporation, but I find some of the same principles shown in case law are applicable. A strata corporation is generally not liable for the actions of its contractors, even if a contractor fails to carry out work effectively. See, for example, *Wright v. The Owners, Strata Plan #205*, 996 CanLII 2460 (BC SC), aff'd 1998 CanLII 5823 (BC CA). I find that the same reasoning should apply to a housing cooperative like De Cosmos. So, I find that it is not liable for its contractors' damage, unless it acted unreasonably in the circumstances.

36. There is no evidence that De Cosmos acted unreasonably and in doing so, directly or indirectly caused the depicted damage. I find that Ms. Egan could not have a reasonable expectation that De Cosmos would be liable for the actions of the contractors in this situation.

37. I would also decline to order De Cosmos to provide damage reports or inspections for 2 other reasons. First, CAA section 128 sets out a detailed list of the records a cooperative association must keep. These do not include the types of report or inspections Ms. Egan claims for. Second, Ms. Egan bears the burden to prove her

claim, and ordering such reports would essentially place the burden on De Cosmos to disprove the claim.

38. Given the above, I dismiss this claim.

Issue #2. Is De Cosmos liable for delayed or incomplete maintenance and repairs?

39. Ms. Egan says that De Cosmos delayed or left incomplete maintenance and repairs of her unit. She says this led to increased heating costs, unacceptable moisture levels in her unit, and a loss of use and enjoyment of her unit. In this dispute, her submissions focused on 5 prior floods, a fire, a tree falling, and pests. She also says De Cosmos should provide reports about the damage.

40. De Cosmos denies any wrongdoing and says Ms. Egan refers to some claims that are out of time under the *Limitation Act.*

41. As noted above, OA section 22.03 says De Cosmos must keep certain parts of the development in good repair. So, I find Ms. Egan essentially alleges a breach of the OA, or her reasonable expectations about De Cosmos' repairs under the OA.

42. De Cosmos provided a January 18, 2023 inspection report that outlined outstanding issues with the unit. COHO authored the 12-page report. It listed the various parts of Ms. Egan's unit and described their condition, priority for repairs, and included other supplemental notes. I find this report was thorough and detailed. I also find it is best evidence on the actual unit items that require maintenance.

43. The report said that priority issues included installing smoke detectors, renewing tub caulking, and installing a bedroom closet door. It did not mention other issues such as loss of heat, moisture, rodent infestations, or fire damage. I find this likely means they do not require work or attention.

44. Ms. Egan's evidence about the floods consists of her own correspondence and repair requests from 2006, 2012, and 2019. She also filled out 16 forms dated November 19, 2019, to request repairs and maintenance and request documents on various

issues. These included floor repairs, pests, mould, basement carpeting, insulation, glue on baseboards, drywall, cement broken from a tree root, moisture problems, fire damage from roman candles, flooding damage, a broken gate, a fallen tree, tree roots causing a fall separate from that in the parking lot, her porch, a handrail, and issues affecting her backyard. In other undated correspondence, Ms. Egan also says De Cosmos refused to fix her mailbox and caulking.

45. These documents are somewhat dated and written by Ms. Egan herself. So, I put less weight on them. There is no other evidence to establish these claims, such as a contractors' opinion, or recent pictures of rodent infestations, fallen tree, or fire damage.

46. Ms. Egan also says that De Cosmos needs to fix her windows as they allow heat to escape. She provided a copy of a December 14, 2017 natural gas bill for $115.95. She also provided a February 17, 2022 natural gas bill for $141.43. I find it unproven that the difference is necessarily due to any flaw in the windows. The bills are 5 years apart in age. They show that delivery charges, the per unit commodity prices, and the carbon tax rate increased over time. I also find the variance is relatively small. So, I find it unproven that the windows have any flaw that led to increased heating costs.

47. Finally, Ms. Egan did not explain how long the delay was to fix the issues that are resolved. So, I find it unproven that she sustained any loss from unreasonably delayed repairs.

48. Given the above, I find it unproven that De Cosmos breached the OA or any of Ms. Egan's reasonable expectations about repairs under the OA. I dismiss this claim.

Issue #3: Is De Cosmos liable for Ms. Egan's fall?

49. Ms. Egan says she fell because De Cosmos failed to maintain a cement walkway. Some of the background facts are outlined in a May 15, 2023 letter from Ms. Egan's physician, Dr. Rox. Ms. Egan reported that she fell on June 8, 2021. She visited Dr. Rox on June 11, 2021. Dr. Rox treated her for soft tissue injuries. She was also

prescribed medication and loaned a quad cane, as documented in 2 receipts and a loan slip from June 2021. She attended chiropractic sessions that same month.

50. De Cosmos admits that Ms. Egan fell. It says it is not liable because, at most, there was a "tiny change of gradient" in the area of pavement. It says that if she had exercised reasonable care in the circumstances, she would not have fallen over. It cites *Fears v. British Columbia Ferry Services Inc.*, 2020 BCCRT 196 in support of its position.

51. I find OA section 12.01 is relevant. It says that De Cosmos "shall not be liable for any…personal injury" of members like Ms. Egan, and that such member shall hold De Cosmos harmless from such claims. Given this wording, I find that Ms. Egan cannot prove that De Cosmos failed to meet her reasonable expectations. This is because the provision shows that she could not reasonably expect compensation for her fall.

52. Alternatively, I also find it unproven that De Cosmos breached the OA section 22.02 or expectations about it. As noted above, that section says that De Cosmos must keep the passageways, roads, sidewalks, and common grounds in good repair. In *Kalyuk-Klyucharev v. City Edge Housing Co-operative*, 2022 BCCRT 496 at paragraph 47, the CRT considered a similar clause. It held that this required the cooperative to act reasonably, rather than perfectly, in the circumstances. Although not binding, I agree with the reasoning in this this case.

53. Ms. Egan provided as evidence 2 photos of the cement where she fell. They show that the fall occurred at an exterior parking lot. The surface was cement mixed with aggregate. A strip of it, slightly less than a car length wide, had a different asphalt appearance.

54. I note that there were some cracks visible on the surface. However, I find the overall condition appeared reasonable. The surface appeared level in the photo and the cracks too small to pose a hazard. The surface did not appear slippery. There is no indication that De Cosmos should have taken additional repair or maintenance steps.

55. As I have found De Cosmos acted reasonably, I dismiss this claim as well.

Issue #4. Did De Cosmos improperly refuse Ms. Egan's request to move to a smaller unit?

56. Ms. Egan says that De Cosmos refused to downsize her 3-bedroom unit to a smaller 2-bedroom unit. As a result, she says she had to pay higher heating bills and housing charges. She also claims for loss of privacy, stress, and vehicle costs. She says De Cosmos' refusal also negatively affected her use and enjoyment of her housing and décor. She also says this is related in some manner to a failure to accommodate her disability.

57. De Cosmos says that it offered Ms. Egan a smaller unit twice 2023, and that she refused both times. It says that Ms. Egan never explained why she refused. It also says that to the extent she is referring to another move request, she did not identify it. As noted below, I agree that Ms. Egan did not state a specific date about De Cosmos' refusal.

58. The evidence shows that De Cosmos placed Ms. Egan on a waitlist for a 3-bedroom unit in April 1995. Presumably, she moved into this unit. In March 1996, she was placed on a waitlist for a 2-bedroom unit. This is documented in reports from De Cosmos' internal moves committee from April 1995, November 1999, April 2005, November 2006.

59. In a May 20, 2017 letter to De Cosmos, Ms. Egan alleged that it had lost her application and had unfairly refused to move her. She followed up in an August 25, 2018 letter asking for reasons as to why her request to move was denied, or why she was taken off the waitlist. She also sent another undated letter about the issue.

60. More recently, De Cosmos sent Ms. Egan a January 10, 2023 letter. It shows that the board verbally offered to move Ms. Egan from a 3-bedroom unit to a 2-bedroom unit in December 2022. De Cosmos reiterated this offer in the letter, effective March 2023. De Cosmos' undisputed submission is that Ms. Egan refused this offer.

61. On its face, the above-noted documents suggest that Ms. Egan waited an inordinately long time to move to a smaller, 2-bedroom unit. However, I find this insufficient to prove Ms. Egan's claim because there are considerable gaps in the evidence.

62. First, there are no documents, such as policies, rules, or OA sections before me about how De Cosmos decided on internal moves. I find it difficult to evaluate whether De Cosmos acted in an unfairly prejudicial manner without such evidence.

63. Second, there is a gap from 2006 to 2017 in the evidence about this issue. I find it unproven that Ms. Egan still wished to move during those years. I find that if she did, she would have likely followed up during those 11 years and there would be documents about it. No such documents are before me.

64. Third, Ms. Egan did not explain why she refused to move in 2023. I find the above-mentioned gap and her most recent refusal contradict her claim that she suffered any loss from an inability to downsize her unit.

65. Fourth, Ms. Egan did not demonstrate what unfairly prejudicial consequences she suffered. She did not say how much she would have saved or provide a calculation about her loss. She did not say from what point she incurred the loss. She did not claim a particular amount in her Dispute Notice. Along similar lines, in its September 21, 2020 letter to Ms. Egan, De Cosmos said that it did not charge for over-housing. Ms. Egan does not dispute this.

66. Fifth, Ms. Egan referred to her disability. She mentions stress in her Dispute Notice. Sections 8 *Human Rights Code* (Code) applies to services between a cooperative and its member. Section 10 protects against discrimination in tenancy or tenancy-like relationships. As a first step to prove a breach of the Code, Ms. Egan must establish a prima facie case. To do so, she must first show that she has a disability, that she was denied a tenancy or service or discriminated against in relation to a tenancy or a service, and it is reasonable to infer that membership in the protected group or groups was a factor in the denial or discrimination. See, for example, *Williams v. Travelodge Kamloops (No. 2)*, 2006 BCHRT 569. I find Ms. Egan has not shown a prima face case of discrimination. There is no medical evidence, such as a physician's diagnosis,

about any alleged stress disability. I also find it would not be reasonable to conclude that such a disability was a factor in the alleged discrimination given the lack of evidence about it.

67. Sixth, OA section 10.04 says that members like Ms. Egan do not receive any compensation for any alterations, changes, or additions to their unit. So, to the extent she claims De Cosmos should compensate her for any such improvements after she moves, I find this expectation is unreasonable.

68. I considered drawing an adverse inference against De Cosmos for not providing more evidence about its internal move process, such as policy documents or correspondence. However, I decline to do so here because I agree with De Cosmos that Ms. Egan did not particularize her claim to focus on a particular point in time. I find De Cosmos could not reasonably know what minutes or correspondence to produce or whether Ms. Egan might be making a claim that is outside the limitation period of the *Limitation Act*. Further, De Cosmos did provide recent evidence about a move request which was relevant. So, I find it did not refuse to provide relevant evidence at all.

69. Given the above, I find it unproven that De Cosmos acted unreasonably or improperly in connection with the move request.

70. I note that as part of this claim, Ms. Egan alleged that De Cosmos did not answer her correspondence and lost her "private information". As she provided no supporting details or evidence, or a quantification of her loss, I find these allegations unproven as well.

71. I dismiss this claim.

Issue #5. Must De Cosmos pay $45,000 for possible asbestos exposure, nuisance, and other claims?

72. Ms. Egan claims $45,000 for possible asbestos exposure, unspecified "breaches", nuisance, malpractice, "non-enjoyment", and "lifestyle". She listed all these as part of one claim without elaborating on them in the Dispute Notice.

73. De Cosmos says that these claims are outlandish and do not include any alleged facts to support them.

74. I dismiss these claims for the following reasons.

75. First, Ms. Egan was equivocal about whether she was actually exposed to asbestos or suffered any harm from it. So, I dismiss any claims about asbestos as unproven.

76. Second, previous CRT decisions have held that the Dispute Notice defines and provides notice of the issues. See, for example, my non-binding decision of *Armstrong v. The Owners, Strata Plan NW 3008*, 2021 BCCRT 1255. I find that the other allegations are too vague and unclear to provide sufficient notice of what is in dispute. I find it unclear whether they are one claim or multiple claims, or what they are about.

77. For all those reasons, I dismiss this claim or these claims.

Issue #6. Must De Cosmos reimburse Ms. Egan $14,000 for a loss of heat subsidy?

78. Ms. Egan says that De Cosmos overcharged her $14,000 in housing charges. She says that De Cosmos failed to properly apply a heat subsidy.

79. De Cosmos says that it has always correctly assessed the housing charge. It says that Ms. Egan's claim appears to include claims about her entitlement to a subsidy from CMHC. De Cosmos says it is entirely uninvolved and not responsible for this process.

80. I find Ms. Egan was vague on the basis of her claim and did not dispute De Cosmos' characterization of this claim. So, I find she alleges that CMHC provided a further subsidy for heating as part of its FCHI subsidy, and De Cosmos failed to apply it to her monthly housing charge for a period of time.

81. I turn to the background. In a September 21, 2020 letter, De Cosmos advised Ms. Egan that her estimated housing charge would be $375 as of January 1, 2021. It

noted that its subsidy policy did not allow for a heat rebate or over-housing charge. This subsidy policy is not in evidence.

82. Ms. Egan wrote in various letters, including ones dated June 22, 2021, March 31, and October 4, 2022, that the calculation of the housing charge was incorrect.

83. De Cosmos provided a March 7, 2023 letter from its property manager, Liz Peters. I find it is expert evidence under the CRT rule 8.3 because Liz Peters explained their qualifications. They were the operations team supervisor for COHO for 25 years. They calculated housing charges in the context of FCHI subsidies like Ms. Egan's annually for over 40 housing cooperatives. They said that the calculations of the subsidy were determined by CMHC, and were reviewed by both De Cosmos' auditor and CMHC on an annual basis. Liz Peters did not directly address the heat subsidy, but said more generally that the housing charges were correct.

84. Ms. Egan did not explain why the heat subsidy should apply or how to calculate it. For example, she did not provide a policy document from CMHC about it. She did not provide any evidence to show her entitlement to it. She also did not explain why De Cosmos is at fault if CMHC should provide the heat subsidy, rather than De Cosmos.

85. The evidence before me from Liz Peters supports my conclusion that De Cosmos calculated the housing charge correctly. As such, I find Ms. Egan did not prove a reasonable expectation that the De Cosmos failed to meet.

86. Given the above, I find Ms. Egan's claim unproven and dismiss it.

CRT FEES AND EXPENSES

87. 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 see no reason in this case not to follow that general rule. I dismiss Ms. Egan's claims for reimbursement of CRT fees.

88. Ms. Egan also claimed an unspecified amount in connection with her file, inspection reports, picture-taking, help using her computer, equipment to participate in the CRT

process, and costs for a hospital report and prescriptions. As she did not prove her underlying claims, I dismiss these claims for reimbursement of dispute-related expenses.

ORDERS

89. I refuse to resolve Ms. Egan's claims about libel under CRTA section 10(1).

90. I dismiss Ms. Egan's remaining claims.

David Jiang, Tribunal Member