



Civil Resolution Tribunal

Date Issued: December 21, 2023

Files: CS-2022-008490,
CS-2023-000385,
and CS-CC-2023-003659

Type: Societies and Cooperatives

Civil Resolution Tribunal

Indexed as: *Spencer v. Fellowship Mews Housing Society*, 2023 BCCRT 1131

B E T W E E N :

RUSSELL WALTER SPENCER and SHIRLEY ANN HIGGINSON

APPLICANTS

A N D :

FELLOWSHIP MEWS HOUSING SOCIETY

RESPONDENT

A N D :

RUSSELL WALTER SPENCER and SHIRLEY ANN HIGGINSON

RESPONDENTS BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. These 3 disputes are about legal fees added or charged back to monthly society member fees. I find these 3 disputes are linked and consist of 2 claims and a counterclaim. So, I have considered the evidence and submissions in all 3 disputes and issued 1 decision.
2. In dispute number CS-2022-008490, the applicants are Russell Walter Spencer and Shirley Ann Higginson (members). They are members of the respondent, Fellowship Mews Housing Society (society). The members say that the society charged back legal fees to their account without justification. The members seek reimbursement of \$2,631.52, which they paid under protest. They also seek an order for the society to draft a letter stating that it wrongfully charged back the fees and the members were always members in good standing. They also seek specific orders about how the society must notify other members about the letter.
3. The society disagrees. It says it hired a lawyer out of necessity to stop the members from defaming it and its directors. The society also says the bylaws allow it to charge back the fees to the members.
4. Similarly, in dispute number CS-CC-2023-003659, the society counterclaims \$2,631.52 in legal fees. The members deny the legal fees were necessary and deny defaming the society.
5. In dispute number CS-2023-000385, the members are the applicants as well. They say the society's bylaws registered on July 15, 2019 (July 2019 bylaws) are invalid. They say this means a subsequent special resolution from December 2022 is also invalid. The members seek orders for the society to 1) stop enforcing the July 2019 bylaws, 2) rescind those bylaws from the BC Registry, 3) rescind the special resolution passed at the December 28, 2022 special general meeting, and 4) enforce the bylaws registered on April 23, 2018 (April 2018 bylaws).
6. The society disagrees. It says the July 2019 bylaws were a collection of all previous bylaw amendments that members voted on and approved at general meetings held

between May 16, 2017, and April 2018. It also says members approved the July 2019 bylaws by a special resolution in December 2018.

7. Mr. Spencer represents the members in dispute numbers CS-2022-008490 and CS-2023-000385. Both members provided submissions and evidence on their own behalf in dispute number CS-CC-2023-003659. A director, JC, represents the society in all 3 disputes.
8. For the reasons that follow, I find the members have proven their claims. I refuse to resolve the society's counterclaim.

JURISDICTION AND PROCEDURE

9. 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). 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.
10. 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.
11. 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.

12. 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.

The CRT's Jurisdiction over Allegations of Defamation

13. As noted above, this dispute is connected with allegations of defamation. Defamation is a common law tort about statements that would tend to lower the reputation of the person to whom it refers to, in the eyes of a reasonable person. See, for example, *Level One Construction Ltd. v. Burnham*, 2019 BCCA 407
14. CRTA section 129(1)(a) says the CRT has jurisdiction over a claim in respect of the *Societies Act* (SA) concerning the interpretation or application of the SA or a regulation, constitution, or bylaw under the SA. CRTA section 129(1)(b) and (c) together say that the CRT has jurisdiction over a claim in respect of the SA concerning an action, threatened action, or a decision of the society or its directors in relation to a member.
15. In my decision of *Egan v. De Cosmos Village Housing Co-op*, 2023 BCCRT 769, I found that libel claims were outside the CRT's jurisdiction for housing cooperative disputes. This was because such claims were not "in respect of the *Cooperative Association Act*." Applying the same reasoning here, I find that claims about defamation are outside the CRT's jurisdiction for society disputes. This is because they are not in respect of the SA.
16. All parties submit that these disputes are not, strictly speaking, claims or counterclaims about defamation. I agree to an extent. I find I can decide whether the society acted correctly by charging back the lawyer's fees of \$2,631.52 under the bylaws. This is because this issue concerns the correct interpretation of the bylaws, which I find is clearly within the CRT's jurisdiction under CRTA section 129(1)(a). I find I can decide that issue without deciding whether the members defamed the society. So, I will consider whether the chargeback was appropriate under the bylaws.

17. That said, I reach a different conclusion about the society's counterclaim for payment of the lawyer's fees. I discuss this below.

Allegations about Altered Evidence

18. In reply submissions, the members say that the society altered evidence by adding markups and comments in 7 documents. I find the markups are relatively minimal and do not impede my understanding of the evidence. I put no evidentiary weight on the markups.

The November 25, 2022 Legal Opinion

19. The members provided a copy of a November 25, 2022 legal opinion from their lawyer. I find that by doing so, the members waived any privilege over the opinion and wish to provide it as background and to outline their legal arguments. So, I have considered it, though I note legal opinions are not binding on me. My decision does not turn on the legal opinion.

ISSUES

20. The issues in this dispute are as follows:

- a. Are the society's July 2019 bylaws valid, and if not, what is the appropriate remedy?
- b. Did the society appropriately charge back legal fees of \$2,631.52, and if not, what is the appropriate remedy?
- c. Must the members reimburse the society \$2,631.52 in legal fees?

BACKGROUND, EVIDENCE AND ANALYSIS

21. In a civil proceeding like this one, the members and society must each prove their claims and counterclaims 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.

22. BC Registry documents show that the society incorporated in March 1987. Its constitution says it is a member-funded society with objects that include providing and maintaining residential housing.

Issue #1. Are the society's July 2019 bylaws valid, and if not, what is the appropriate remedy?

23. I will outline the applicable law first as I find this will make the parties' submissions easier to understand.
24. SA section 17(1) says a society may alter its bylaws by filing a bylaw alteration application with the registrar. SA section 17(2) says a society must not submit a bylaw alteration application to the registrar unless the proposed alteration has been authorized by a special resolution.
25. SA section 1(1) defines a special resolution as any of the following:
- a. a resolution passed at a general meeting by at least 2/3 of the votes cast by the voting members, whether cast personally or by proxy,
 - b. a resolution consented to in writing by all of the voting members, and
 - c. if the bylaws authorize indirect or delegate voting or voting by mail or another means of communication, including by fax, email or other electronic means, a resolution passed by at least 2/3 of the votes cast, in accordance with the bylaws, on the resolution.
26. Under SA section 20(1)(j), a society must also keep a copy of every special resolution. See *Scott v. Western Community Seniors Low Cost Housing Society*, 2022 BCCRT 1220.
27. Part 13 section 2 of the April 2018 bylaws specifically states the bylaws "shall not be altered or added to, except by Special Resolution". The April 2018 bylaws define a special resolution as a resolution passed at a general meeting by at least 75% of the votes cast by society members. Further, as part of the definition, to qualify the society must provide members notice of at least 14 days for the meeting.

28. The registry documents attached to the July 2019 bylaws specifically state the attached bylaws were altered under a special resolution dated June 10, 2019.
29. I turn to the submissions. As noted above, the members say the July 2019 bylaws, registered in the BC Registry that month, are invalid because they were never authorized by a special resolution. I find the members essentially allege the society breached SA section 17(2). The members also say that amendments registered in January 2023 are also invalid as they apply to an invalid set of bylaws. The members say that the April 2018 bylaws are accordingly correct and the society should enforce them.
30. The society disagrees and says the July 2019 bylaws are valid, as are subsequent December 28, 2022 amendments registered on January 25, 2023. It provides 2 somewhat inconsistent explanations for this.
31. First, the society says that the society members voted on and approved the July 2019 bylaw changes at meetings held between May 16, 2017, and April 2018. The society was vague on whether its members passed any special resolutions at those meetings. Second, the society says the July 2019 bylaws were based on special resolutions passed at the December 17, 2018 annual general meeting (AGM). I note that both submissions are inconsistent with the registry documents. As noted above, the documents say the July 2019 bylaws were registered in accordance with a special resolution dated June 10, 2019.
32. With all that in mind, I turn to the chronology. In May 2017, the society hired a law firm to update its bylaws. The law firm provided a draft that used a threshold of at least 2/3 of votes cast to pass a special resolution. However, the March 20, 2018 notice package contained a version that, under bylaw 1(e), specified special resolutions required a higher threshold of ¾ of votes cast to pass. Under SA section 11(4), societies may adopt a higher threshold such as this one.
33. The April 12, 2018 special general meeting minutes and registry documents show members voted to adopt the March 2018 version of the bylaws. The society registered

them on April 23, 2018. I have defined these as the April 2018 bylaws. I find they were valid based on the documents before me.

34. The society says it adopted the higher special resolution threshold in error. However, I find the main evidence of this, being the draft, is not persuasive. Drafts are by definition preliminary versions of the final product, and the evidence shows the April 2018 bylaws match what the society members voted to approve. I find it follows that subsequent bylaw amendments had to be approved by a $\frac{3}{4}$ vote.
35. In late November 2018, the society sent out a notice for the December 17, 2018 AGM. The members question whether the notice complied with the requirements of the SA and bylaws at the time. They do not point to a particular defect. As this is a bare allegation, I find on balance it is more likely that the society complied. Ultimately, my decision does not turn on this.
36. The December 2018 AGM is important. This is because the society says it passed a special resolution at it to change the bylaws, which provides justification for the registration and validity of the July 2019 bylaws. I have reviewed the December 2018 AGM minutes and notice package in detail. I find they do not support the society's submissions for the following reasons.
37. First, there is no indication that society members authorized the bylaw alterations by a special resolution. The minutes and notice of the December 2018 AGM do not refer to special resolutions. There are only 2 bylaw changes listed in those materials. The differences between the April 2018 bylaws July 2019 bylaws go far beyond the 2 documented changes approved by members in December 2018. The changes are too sweeping to summarize here, but in comparing the 2 versions side by side, I find the July 2019 bylaws largely rewrote the April 2018 bylaws.
38. Second, the July 2019 bylaws fail to reflect even the approved changes. For example, for the first change, the members voted at the December 2018 AGM to define a member as a person who resides in a unit at the society and has paid a membership fee. However, the July 2019 bylaws define a member to be a person that 1) resides in a unit, 2) has paid the initial membership fee or additional membership fee, 3) has

executed a membership agreement, and 4) has paid the applicable loan amount to the society or occupies a unit with a member who has done so. The 2 definitions are different in both wording and substance.

39. The second bylaw change was about proxy votes. The unnumbered version members voted on is worded differently than its equivalent in the July 2019 bylaws, which is part 4 bylaw 10. One example of the wording difference follows. The passed version says proxies must be in writing, signed, and dated by the absent voting member. These specific requirements are absent from bylaw 10 of the July 2019 bylaws. Instead, it only says the member should complete a proxy form.
40. In summary, I find that the society members did not approve the July 2019 bylaws at the December 2018 AGM through a special resolution. Subsequent events show the society did not remedy this defect.
41. On June 10, 2019, the society held its “semi-annual AGM”. The minutes show that the members discussed changes to a membership rule book. However, they did not vote on, approve, or discuss any changes to the bylaws. I make this finding despite the fact that, as noted earlier, registry documents say a special resolution approved the July 2019 bylaws on this date.
42. Despite this, the society’s lawyer registered the July 2019 bylaws on July 15, 2019. The evidence does not explain why the society did not first pass a special resolution under SA section 17(2). It may be related to the fact that around late November 2018, the society switched law firms. I find the exact cause is not important.
43. Finally, as noted earlier, the society also says members voted on and approved the bylaw changes at meetings between May 15, 2017, and April 2018. Having reviewed the chronology and the evidence, I find there is no evidence that members voted on a special resolution at any such meetings to approve the July 2019 bylaws. I also find the timing of these meetings would be more consistent with discussions about the April 2018 bylaws, rather than the July 2019 bylaws.

44. For all those reasons, I find the society, or its authorized agent, registered the July 2019 bylaws without previous authorization by a special resolution. The July 2019 bylaws and the society are therefore in breach of SA section 17(2). So, I find the July 2019 bylaws are invalid.
45. I turn to the appropriate remedy. In *Scott*, the vice chair found that the society did not authorize 2018 and 2019 bylaw amendments by special resolution. So, the vice chair ordered the society in that dispute to refrain from enforcing any of the 2018 or 2019 bylaw amendments, and instead to follow the bylaws as they existed immediately before the first set of bylaw amendments from 2018.
46. Although not binding, I find the same reasoning applies and a similar order is appropriate. I find subsequent events are relevant to the exact wording of the order. So, I outline them here.
47. At the December 6, 2021 AGM, the society members voted to approve a bylaw change to limit the society's directors to a maximum of 7. The society registered the changes on February 4, 2022.
48. At the December 5, 2022 AGM, the members voted to approve bylaw changes about members not in good standing. In particular, such members could not be "on Council", could not use clubhouse facilities, and would have their memberships terminated after 6 consecutive months of failing to remedy their standing.
49. Mr. Spencer objected at the December 2022 AGM that the entire council was illegal because of procedural errors. The society called a December 28, 2022 special general meeting to have society members vote on the 2 motions again. The notice for this meeting mentions Mr. Spencer's objections.
50. Given the above, I find the parties agree that the bylaws changes registered on February 4, 2022 are invalid. The first motion about the number of directors received 73.3% of the votes, which is less than the required vote margin specified in the April 2018 bylaws. The society members also voted by a margin of 80% to approve the

second motion about members who are not in good standing. The society filed both changes on January 25, 2023.

51. The January 2023 bylaw amendments outline changes to specific parts of the July 2019 bylaws. I have found the July 2019 bylaws are invalid. So, I find the bylaw amendments filed on January 25, 2023 are similarly invalid. After reading them, I find they make little sense if applied to the April 2018 bylaws.
52. Given the above, I make the following orders. Effective immediately, I order the society to refrain from enforcing any of the a) July 2019 bylaws, b) bylaws registered on February 4, 2022, and c) bylaws registered on January 25, 2023, and instead follow and enforce the bylaws as they existed on April 23, 2018.
53. I considered ordering the society to follow and enforce the bylaws as they existed on July 14, 2019, to mirror the order in *Scott*. However, the members did not ask for this, so I have instead referred to the April 2018 bylaws, as requested.
54. The members also requested an order for the society to rescind the July 2019 bylaws from the BC Registry and rescind the special resolution passed on December 28, 2022.
55. In *Foxgord et al v. The Owners, Strata Plan EPS 1067 et al*, 2019 BCCRT 118, the vice chair ordered the strata corporation to, at its cost, remove specific bylaws filed in the Land Title Office and replace them with others. I find a similar order is appropriate here. The society does not control the BC Registry. So, I find my order should reflect the fact that removing bylaws from the BC Registry is not entirely within its control.
56. I order the society to, at its cost and within 60 days of the date of this order, take reasonable steps to remove from the BC Registry a) the July 2019 bylaws, and b) the bylaws registered on January 25, 2023.
57. I find my orders effectively “rescind”, as requested, the December 28, 2022 special resolution since I have ordered the society not to enforce the bylaw changes that resulted from it and to remove documents registered in connection with it, from the

BC Registry. Nothing in my order prevents the society from removing the bylaws registered on February 4, 2022.

Issue #2. Did the society appropriately charge back legal fees of \$2,631.52, and if not, what is the appropriate remedy?

58. I begin with the relevant background. On June 9, 2022, RM emailed the society and reported the following. Mr. Spencer called RM and accused the society's president JC, vice president LT, and past treasurer JVD of committing fraud. RM asked for instructions. RM also said that if the society did not address these allegations, RM would resign as bookkeeper.
59. On June 30, 2022, the society's lawyer wrote a letter to the members. The letter said the following. The members had made defamatory allegations to RM. In particular, the members defamed JC, LT, and JVD by alleging they colluded to commit fraud. The society demanded the members immediately cease defaming the society or its representatives, cease contacting RM or the society's other external service providers, and provide full particulars about any other defamatory comments.
60. An invoice and receipt from August 2022 show the society paid its lawyer \$2,631.52 for sending the letter and providing related advice.
61. The society wrote an October 17, 2022 letter to the members. The society said it would charge back \$2,631.52 in legal costs. It said this was because the members had forced the society to seek legal advice and send the cease and desist letter. The society relied on section 13 of the membership agreement, attached as Schedule "A" to the bylaws registered on February 4, 2022. I have already found that the parties agree this version of the bylaws was invalid. Little turns on this because the July 2019 bylaws have the same wording for that section. Of course, I have found the July 2019 bylaws are invalid as well. I will return to this point below.
62. Section 13 said the following:

Any infraction or violation of this Agreement or the rules and regulations or bylaws of the Society by the Member, or any agent or invitees of the

Member may be corrected, remedied, or cured by the Society and any cost or expenses expended or incurred by the Society in correcting, remedying, or curing such infraction or violations, will be charged to the Member and shall be added to and become a part of the assessment of the Member levied for the month next following the date on which the costs or expenses are expended or incurred, but not necessarily paid, by the Society and shall become due and payable on the date of payment of the monthly assessment. [Emphasis added.]

63. The letter and subsequent October 27, 2022 director meeting minutes did not state a specific agreement section, rule, or bylaw that the members had breached. Instead, both documents referred generally to a need to prevent the members from making defamatory statements.
64. In a subsequent October 28, 2022 letter, the society warned the members that if they did not reimburse the legal fees, they would no longer be members in good standing as of November 1, 2022.
65. An April 7, 2023 letter and attached bank draft show that the members paid \$2,631.50 to the society “under protest”. In an April 9, 2023 emailed letter to the members, the society advised that the members were once again in good standing.
66. I turn to the parties’ submissions. The members say the society should reimburse the legal fees because 1) the society unnecessarily hired the lawyer, 2) the members did not breach any bylaws that would allow the chargeback, 3) the council members were in a conflict of interest, 4) Ms. Higginson was never a valid subject for the chargeback, 5) the members are unlawfully being held responsible for the debts of the society, 6) the process was procedurally unfair, and 7) the bylaws the society relies on are invalid.
67. The society says that it was entitled to charge back the lawyer’s fees under the bylaws.

68. I find the society was not entitled to charge back the lawyer's fees for several reasons. First, I have already found that the April 2018 bylaws apply. These bylaws have no equivalent to section 13 in them, cited above. I find this sufficient to prove the members' claim that the society charged back the fees without legal justification.
69. Second, if I am wrong and section 13 from the July 2019 bylaws is enforceable, I find its wording requires the members to breach the membership agreement, rule, or bylaw to enable recovery. In the Dispute Response, the society says it "is not requesting the repayment of legal expenses because [the members] broke a specific Bylaw or a Rule". The society did not otherwise identify the breach. The agreement, rules, and bylaws do not specifically prohibit defamation. I agree with the members and find they did not commit a breach that would allow the society to charge back the lawyer's fees under section 13.
70. Third, in submissions, the society cited and relied on a different bylaw, from the bylaws registered on August 27, 2001. According to the society, it says the following.

The Society may recover from the Member **by action for debt in any court** of competent jurisdiction any sum of money which the Society is required to expend as a result of solicitor costs, or any act or omission by the Member, or any agents or invitee, or any infraction or violation of the Membership Agreement or any rule or regulation made by the Society regarding the occupation of the Units or the use of the common property. [Emphasis added.]

71. I note this bylaw has similar wording to section 14 of the July 2019 membership agreement. In any event, I find that even if this bylaw or its July 2019 equivalent were enforceable, both versions would not assist the society. This is because the bylaw only allows the society to sue for the recovery of the lawyer's fees in court. Here, the society did not sue through the court. Instead, it simply added the charges to the members' account. This forced the members to pay the chargeback or go into arrears before the society proved any allegations in court.
72. I find this sufficient to decide the issue and find it unnecessary to address the members' other arguments. As the society charged back the legal fees without any

legal justification, I find the members have proven that a remedy is appropriate. I order the society to reimburse the members \$2,631.52.

73. As noted above, the members also want the society to draft a letter addressed to its members, stating the 2 members are not responsible for the legal fees and that they were “always...in good standing”. The members also seek an order for the society to read the letter into the minutes of the next directors’ meeting, and for the minutes to be distributed in various ways.
74. In the non-binding decision of *Milaire v. The Owners, Strata Plan LMS 2242*, 2023 BCCRT 140 at paragraph 40, the partially successful applicants asked for an order that the respondent strata corporation include the results of the decision in the next strata council meeting minutes. The CRT declined to make the order. It found the order was unnecessary as the decision would be published online and was binding regardless of whether it was published in the meeting minutes. The CRT added that the strata corporation could discuss the decision in the minutes if it wished to do so.
75. Although *Milaire* is a strata property dispute, I find the same reasoning applies. I find it would serve no useful purpose to order the society to draft a letter that would largely duplicate this decision, which is already publicly available. Similarly, I find it unnecessary to order the society to include the contents of such a letter in the minutes. I dismiss the claim for these specific remedies.

Issue #3. Must the members reimburse the society \$2,631.52 in legal fees?

76. In dispute number CS-CC-2023-003659, the society counterclaims \$2,631.52 in legal fees. The counterclaim is about the same fees that the members paid to the society, and I have ordered reimbursement for.
77. I have discussed the society’s stated justification for the fees above, so I need not repeat it here. The members deny that the society reasonably charged back these fees. They also deny defaming the society.
78. I have already found that claims about defamation are outside the CRT’s jurisdiction for society disputes. I decided the members’ claim because I found it was about the

narrow issue of whether the society could charge back the lawyer's fees under its bylaws. I did not need to make any findings about whether the members defamed anyone.

79. For the society's counterclaim, I reach a different conclusion. I find the society's counterclaim is about defamation and I must refuse to resolve it for the following reasons.
80. The society explicitly says it justifiably accrued the fees because of Mr. Spencer's "outrageous accusations that three Council Directors were guilty of criminal conduct by colluding to commit fraud". I find this essentially describes a claim about defamation, and legal fees justly spent because of it. As noted earlier, defamatory statements are those that tend to lower the reputation of the person to whom it refers to, in the eyes of a reasonable person.
81. Consistent with my conclusion, the June 30, 2022 cease and desist letter's central allegation is that the members made "defamatory comments" about colluding to commit fraud. The August 9, 2022 legal invoice indicates it is entirely for work about the defamatory comments.
82. Given this, I find it would be impractical or impossible for me to decide the society's claim for the legal fees without also considering whether the members actually defamed the society. As defamation is outside my jurisdiction, I must refuse to resolve it under CRTA section 10(1).

CRT FEES, EXPENSES, AND INTEREST

83. The *Court Order Interest Act* applies to the CRT. The members are entitled to pre-judgment interest on the charged back amount of \$2,631.52, from April 7, 2023, the date of the bank draft, to the date of this decision. This equals \$89.37.
84. 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 find the members were largely successful. CRT documents indicate the members paid CRT fees of \$225 in dispute number CS-2022-008490 and \$125 in dispute number CS-2023-000385. So, I order the society to reimburse the members a total of \$350.

85. The members also claim \$30.45 for a search about the society's special resolutions. I find this evidence was relevant, reasonably necessary, and its cost supported by a receipt. So, I order the society to reimburse the members for this as well.

86. I dismiss the society's claims for reimbursement of CRT fees.

DECISION AND ORDERS

87. Effective immediately, I order the society to refrain from enforcing any of the a) July 2019 bylaws, b) bylaws registered on February 4, 2022, and c) bylaws registered on January 25, 2023, and instead follow and enforce the bylaws as they existed on April 23, 2018.

88. I order the society to, at its cost and within 60 days of the date of this order, take reasonable steps to remove from the BC Registry a) the July 2019 bylaws, and b) the bylaws registered on January 25, 2023.

89. Within 30 days of the date of this order, I order the society to pay the members a total of \$3,101.34, broken down as follows:

- a. \$2,631.52 for charged back legal fees,
- b. \$89.37 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$380.45, for \$350 in CRT fees and \$30.45 for dispute-related expenses.

90. The members are entitled to post-judgment interest, as applicable.

91. I dismiss the balance of the members' claims.

92. Under CRTA section 10(1), I refuse to resolve the society's counterclaim about defamation, including the counterclaim for reimbursement of \$2,631.52 in legal fees.
93. 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.

David Jiang, Tribunal Member