



# Civil Resolution Tribunal

Date Issued: June 27, 2018

File: ST-2017-002176A

Type: Strata

Civil Resolution Tribunal

Indexed as: *Corner v. The Owners, Strata Plan K 833*, 2018 BCCRT 189

BETWEEN:

Elaine Corner

**APPLICANT**

AND:

The Owners, Strata Plan K 833

**RESPONDENT**

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## AMENDED REASONS FOR DECISION

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Tribunal Member:

J. Garth Cambrey, Vice Chair

## INTRODUCTION

1. The applicant, Elaine Corner (owner), owns a strata lot in the respondent strata corporation, The Owners, Strata Plan K 833 (strata).

2. This dispute is about expenses paid by the strata, which the owner says was done contrary to the *Strata Property Act* (SPA), and about the strata council members' failure to act honestly and in good faith.
3. The owner says the strata council:
  - permitted legal expenses to be paid from the strata's accounts without first obtaining the owners' approval,
  - acted contrary to decisions made about payments to a former caretaker,
  - failed to provide her with requested records and documents, and
  - charged the owner to have its lawyer in attendance at a council hearing she requested along with other owners.
4. The owner seeks orders that the strata council members repay the improper expenses made by the strata council, reimbursement of legal fees charged to her, a financial audit of the strata's books and accounts, and that the strata council members be held personally liable for their actions.
5. The strata says all expenses were properly approved, that the legal fees paid by the owner have been credited to her strata lot account, that a financial audit is unnecessary, and that the strata council has not acted contrary to the SPA.
6. The applicant is self-represented. The strata is represented by a strata council member.
7. For the reasons that follow, I order the strata to reimburse the owner \$100.90 for her proportionate share of legal fees charged to her by the strata including interest. I also order the strata to provide the owner requested records and documents under sections 35 and 36 of the SPA.

## JURISDICTION AND PROCEDURE

8. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over strata property claims brought under section 3.6 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
9. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions because I find that there are no significant credibility issues or other reasons that might require an oral hearing.
10. The tribunal may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
11. Under section 48.1 of the Act and the tribunal rules, in resolving this dispute the tribunal may make order a party to do or stop doing something, order a party to pay money, order any other terms or conditions the tribunal considers appropriate.
12. Under section 61 of the Act, the tribunal may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. In particular, the tribunal may make such an order on its own initiative, on request by a party, or on recommendation by a case manager (also known as a tribunal facilitator). Tribunal documents incorrectly show the name of the respondent as The Owners, Strata Plan, KAS 833, whereas, based on the filed strata plan, the correct legal name of the strata is The Owners, Strata Plan K 833. Given the parties operated on the basis that the correct name of the strata was used in their documents and submissions, I have exercised my

discretion under section 61 to direct the use of the strata's correct legal name in these proceedings. Accordingly, I have amended the style of cause above.

13. Only the strata is a respondent in this dispute and I have discussed below the applicant's requests for orders affecting non-parties, including individual strata council members and other owners.
14. Further, I find the owner raises new claims in her submissions. I have not addressed the owner's new claims given the strata was unable to, or did not make submissions about them. Tribunal rule 107 states that once the facilitator has given the tribunal decision plan to the parties, they cannot add any other claim without the tribunal's permission.

## **ISSUES**

15. The issues in this dispute are:
  - a. Has the strata council, or certain members, acted inappropriately with respect to the caretakers' employment?
  - b. Is the strata obligated to reimburse the owner for legal fees it incurred for a council hearing involving the owner?
  - c. Was the strata authorized to pay legal fees it incurred in the forced sale of unit 207 and is the strata able to recover legal fees in addition to any ordered by the court?
  - d. Should I order a financial audit of the strata's books of account?
  - e. Is the owner entitled to receive the strata records and documents she has requested?
  - f. Did the strata council members fail to act honestly and in good faith with a view to the best interests of the strata? If so, what is an appropriate remedy?

## **BACKGROUND AND EVIDENCE**

16. In a civil claim such as this, the applicant bears the burden of proof and the evidence must be established on the balance of probabilities.
17. Though I have read all of the evidence provided, I refer only to evidence I find relevant to provide context for my decision.
18. The strata is a 43-unit strata corporation located in Logan Lake, British Columbia.
19. Some time prior to February 2013, the strata hired a caretaker on a contract basis and did not take deductions for employment insurance, Canada Pension Plan or Workers Compensation (payroll deductions). The owner alleges that in February 2013, the strata decided the caretaker's employment status would change from a contractor to an employee, based on Canada Revenue Agency (CRA) guidelines. The owner alleges the strata did not change the caretaker's employment status, contrary to the decision made.
20. In 2014, the owner, along with other owners, started a Provincial Court action against the strata that was dismissed on September 8, 2014 for lack of jurisdiction. Subsequently, the owner, and 2 other owners involved in the Provincial Court action, requested a council hearing. The hearing was held on October 21, 2014 and was attended by the strata's legal counsel. The strata paid its counsel's invoice for time spent preparing for and attending the council hearing. The parties agreed that the owners involved in the hearing should not pay for their portion of the strata's legal fees.
21. In June 2015, the strata sent a letter to all owners advising that the cost for its lawyer to attend the council hearing is not the responsibility of the owners involved in the dispute. The strata applied a credit of \$99.38 to the owner's account as her proportionate share of legal fees paid by the strata. In March 2017, the owner discovered the strata had reversed the credit in June 2016, and alleges it has not been reinstated.

22. In January 2016, the strata hired a new caretaker on an employee basis and began taking payroll deductions. The owner alleges the strata increased the new caretaker's salary, to include the employee's portion of payroll deductions, without proper authority.
23. Between April and November 2016, the strata incurred and paid \$15,592.48 in legal fees relating to the forced sale of a strata lot (unit 207). The owner says the strata did not have the authority to pay the legal fees. She also questions the amount of the fees, the need for the strata to retain legal counsel, and why the strata did not recover all of the legal fees at the time unit 207 was sold.
24. In April and May 2017, the owner exchanged letters with the strata on matters that included those that are the subject of this dispute, including a request for March 2017 financial statements and certain T4 slips for the strata caretaker. Subsequently, the owner requested a hearing to discuss her concerns, which the strata says it has not held because the owner filed her tribunal application, leading to this proceeding.

## **POSITION OF THE PARTIES**

25. The owner says that the strata council is not being transparent with respect to the strata's financial position and has not provided the applicant with requested strata documents as required under the SPA. The owner also says the strata has acted contrary to sections 31, 34.1, 36, 96, and 118 of the SPA.
26. The owner requests that:
  - each strata council member be held responsible for the alleged SPA violations and that they be fined,
  - the strata be reimbursed \$15,592.48 for the legal fees spent on unit 207,
  - that the strata council member responsible for directing that employee deductions not be taken from the previous caretaker in some way be held responsible,

- that the owner, and other 2 owners, who requested and attended the 2014 council hearing be reimbursed their proportionate amounts of the strata lawyer's fees for the hearing, and
  - the strata be ordered to have the books and accounts of the strata audited.
27. The strata says the owner's request for financial statements was premature and that it was considering the owner's April 2017 letter at the time she started this dispute.
28. The strata says the remaining owner's concerns have been properly addressed in compliance with the SPA and that the tribunal should dismiss her claims.

## **ANALYSIS AND DECISION**

29. The owner's claims appear to stem from a number of incidents she, and other owners, have had with the strata, that have led to court actions and other tribunal claims. The history shows a general lack of trust on the owner's part towards the strata and its council.
30. The owner's main argument is that the strata, or members of its council, have not been transparent in its financial dealings to the point where the owner is questioning the strata's authority for some of the decisions it has made. There is nothing in the SPA, *Strata Property Regulation* (regulations), or the strata's bylaws that addresses "transparency" requirements of the strata. However, this is the main reason why the owner feels the strata council has failed to act honestly and in good faith.
31. I will first address the issues in this dispute and then collectively address the conduct of the strata council and its individual members.

**Has the strata council, or certain members, acted inappropriately with respect to the caretakers' employment?**

32. There are 2 issues relating to the owner's claim about the caretakers' employment status. First, did the strata council direct the caretaker's employment status between February 2013 and September 2016 to change it to an employee? Second, did the strata give the new caretaker a salary increase in January 2016?
33. At a February 12, 2013 strata council meeting, when the owner was also a strata council member, the strata considered information obtained from the CRA on the distinction between a contractor and an employee. The main difference to the strata between the 2 categories is who is responsible for sending any related payroll deductions to the CRA. In short, if employed as a contractor, the caretaker is responsible for its own payroll deductions whereas, as an employee, the strata is responsible for the caretaker's payroll deductions plus additional deductions required of an employer. I note the CRA decides the category and may hold the strata responsible for past payroll deductions if the strata incorrectly determines the caretaker is a contractor. For clarity, the CRA did not make any determination of the caretaker status in this dispute.
34. The February 12, 2013 council meeting minutes show the strata council passed a motion "to hire the caretaker as an employee" and that a council member (GT) "will talk to [the caretaker] for further discussion." Although there is conflicting evidence, I find the caretaker continued as a contractor until September 30, 2015 when the employment ended. Nothing turns on the date the "contracted" caretaker left the strata's employ.
35. The owner says she understood that the caretaker's employment status was to change to that of an employee as result of the motion passed in February 2013 because there was no "further discussion" of the strata council. She feels there should be consequences for GT going against the decision of the strata council and permitting the caretaker to continue as a contractor.



36. The strata says that GT asked the caretaker to contact the property manager and the result of those discussions was that the caretaker wished to continue in their capacity as a contractor. The strata also says that council did not direct a change in the caretaker's employment status at the February 12, 2013 meeting and that the caretaker did not meet the test of employee under the CRA checklist.
37. I find the February 12, 2013 council meeting minutes indicate the strata council's decision to change the employment status of the caretaker was subject to further discussion.
38. However, I do not have any evidence before me to indicate what steps the strata took, if any, after discussing the matter with the caretaker. For example, minutes of subsequent council meetings or correspondence exchanged with the caretaker. I do not find a clear direction to change was made at the meeting. Therefore, contrary to the owner's submission, I find that neither the strata nor GT acted inappropriately in permitting the caretaker to continue as a contractor until they stopped working for the strata.
39. As for the owner's claim that the new caretaker received a pay increase in January 2016, I disagree. I find the owner has misunderstood the strata's information and explanation, which shows the gross salary to be the same as the previous caretaker at \$1,250 per month, as set out on the caretaker's pay stubs. However, because the new caretaker is an employee, the strata, as employer, must also contribute its share of payroll deductions, which results in a greater monthly expense. The strata's property manager explained this to the owner in a July 4, 2016 letter and the employer deductions are reflected in the strata's general ledger.
40. For these reasons, I find the strata council has acted appropriately with respect to the caretakers' employment. I dismiss the owner's claims in this regard.

**Is the strata obligated to reimburse the owner for legal fees it incurred for a council hearing involving the owner?**

41. As earlier noted, following the Provincial Court's dismissal of an action in September 2014, the owner, along with 2 other owners, requested a hearing with the strata at which the strata's lawyer was present. The strata agreed the owner should not be responsible for her proportionate share of the legal fees under the SPA and applied a \$99.38 credit to the owner's account.
42. The strata's property manager sent the owner a March 30, 2017 letter stating she owed the strata money. The letter showed several vent cleaning charges, which are not in dispute, and 2 credits to her account. In particular, the letter identifies a \$135.02 credit as a "Credit court small claims" and a \$152.24 as a "Credit court supreme court".
43. The owner says the earlier \$99.38 credit was removed from her account and requests it be reinstated. The strata says the \$135.02 credit replaced the \$99.38 credit. Based on my review of the evidence, I disagree with the strata.
44. I find the strata has mistakenly confused the legal fees for the hearing with the legal fees for the small claims dispute. I do not accept the strata's statement that the \$99.38 credit related to the small claims hearing and that the amount was incorrectly calculated and replaced by the \$135.02 credit. The strata has not explained why it would describe a credit as being about a court action if it, in fact, related to a council hearing.
45. The strata lawyer's invoice dated November 13, 2014 that relates only to the council hearing totals \$3,138.24. Applying the unit entitlement of the owner's strata lot to the invoice equates to a \$99.38 credit. The March 30, 2017 letter did not reference a credit for the strata's legal costs of the hearing, which I find are different from the credits contained in the letter, given the description contained in the body of the November 13, 2014 invoice. Further, the strata did not provide any evidence to support its assertion as to why the credit had changed.

46. For these reasons, I find the strata must reimburse the owner \$99.38 for her portion of the legal fees paid by the strata, which the parties agreed she is not responsible to pay.

**Was the strata authorized to pay legal fees it incurred for the forced sale of unit 207, and, is the strata able to recover legal fees in addition to any ordered by the court?**

47. For the following reasons, I find the strata was authorized to spend the funds to pay the legal invoices in question, as provided in section 97 of the SPA.

48. The strata says it had the necessary authority by way of a resolution passed at the June 2015 AGM that approved an \$18,153.10 operating surplus be transferred “to the Operating Account under Legal expenses for the upcoming court costs.” The strata also says that because there were insufficient funds in the operating account at the time one or both of the invoices required payment, it borrowed funds from the CRF and repaid the CRF when sufficient strata fees were collected in the operating fund. I will discuss below whether the strata was entitled to borrow these funds from the CRF.

49. I find the amount in question relates to 2 invoices from the strata’s legal counsel paid by the strata in September and November 2016, as evidenced in the strata’s general ledger. While copies of the invoices were not provided, the evidence and submissions show these 2 invoices relate to the forced sale of unit 207.

50. I infer from the language of the resolution passed at the June 2015 AGM, that the strata effectively authorized the use of \$18,153.10 of operating fund surplus to reduce the strata fees for the next fiscal year as permitted by section 105(1)(c) of the SPA. This is supported by the March 2016 income statement that reflect this amount as income under a heading “Prior Year R/E Transfer” and as expense under the heading “Legal”. Nothing turns on the fact the minutes reflect a  $\frac{3}{4}$  vote resolution was passed to approve the use of the operating surplus when only a majority vote of the strata council is required under section 105(1)(c) of the SPA.

51. I turn now to the matter of the owner's concerns about the amount of the legal fees, the need for the strata to retain a lawyer, and recovery of legal fees at the time of the sale of unit 207.
52. As explained by the strata, unit 207's owner passed away and the beneficiaries of the deceased owner's estate refused to take possession of the strata lot, as did the bank, which I presume held a mortgage. As a result, the strata took steps under the SPA to force the sale of the strata lot in order to collect unpaid strata fees. I accept this explanation, given it was not disputed by the owner.
53. Contrary to the owner's argument, filing the lien under section 116 of the SPA is only the first step a strata corporation must take to collect outstanding fees and charges. The remaining step is to file an application with the Supreme Court for an order for sale of the strata lot. This is what the strata did.
54. While the strata could have, and may have, filed a lien against unit 207 without its lawyers help, I find it was reasonable for the strata to retain legal counsel for the Supreme Court application.
55. As for the amount of the fees charged by the strata's lawyer, that is a matter best left for the strata to determine. The strata is able to challenge its lawyer's legal fees under the *Legal Professions Act* and I decline to interfere with that process.
56. As for the legal fees awarded by the court, under section 118(a) of the SPA, a strata corporation can include "reasonable legal costs" in a Form G filed under section 116. Up until October 2017, the Supreme Court permitted recovery of legal costs at a set tariff that was substantially less than actual legal costs. It was only in October 2017 that the British Columbia Court of Appeal has determined a strata corporation can collect actual legal costs under section 118 of the SPA. (See *The Owners, Strata Plan KAS 2428 v. Baettig*, 2017 BCCA 377)
57. I accept the strata's statement that the court did not approve reimbursement of the actual legal fees involved in collection of outstanding strata fees and charges from unit 207, given that court decided the unit 207 matter in 2016.

58. For these reasons, I find the strata was authorized to pay legal fees it incurred for the forced sale of unit 207. I also find the strata has not acted inappropriately in failing to collect actual legal fees in that matter.

**Should I order a financial audit of the strata's books of account?**

59. As earlier noted, the owner believes the strata, or members of its council, have not been transparent in its financial dealings as evidenced by all of her claims in this dispute and in her submissions. For the reasons that follow, I decline order a financial audit.

60. I have found that the strata had authority to use surplus operating funds to pay for the unit 207 forced sale. In its submissions, the strata stated that it borrowed money from the CRF to pay the legal fees relating to the unit 207 collection. I appreciate the owner's concerns about the movement of money out of the CRF and how she might perceive this was done without authority.

61. However, under section 95(4) of the SPA and *Strata Property Regulation* (regulation) 6.3, a strata corporation can lend money from its CRF to its operating fund, provided the loan is repaid before the fiscal year end of the strata (April 30), and the owners are informed "as soon as feasible" of the amount and purpose of the loan.

62. I do not have sufficient evidence before me to accept the strata's statement that it did not have the money in the operating fund to pay the subject invoices or that the owners were informed of the amount and purpose of any loan. It may be that the strata properly borrowed funds from and repaid the CRF as it claims. However, there would be no reason for the strata not to have sufficient money given the \$18,153.10 was "surplus" from the previous fiscal year, unless the surplus was not held in cash. That evidence, which might include the strata's balance sheet information, is not before me.

63. Based on the evidence before me, I am also unable to determine if the strata has properly informed its owners of the amount and purpose of any loan as required

under regulation 6.3(2) or if the loaned money was repaid to the CRF before the fiscal year end.

64. As discussed below, I find that the strata failed to include a  $\frac{3}{4}$  vote resolution on the April 30, 2016 AGM which resulted in the withdrawal of money from the CRF to pay certain invoices. I find this action alone is not enough for me to find that a financial audit is necessary.
65. While I appreciate the owner's concerns about the strata's finances, I find she has not met the burden of proof in respect of proving her claims that the strata has acted contrary to the SPA regarding the strata's finances. As a result, I decline to order a financial audit of the strata's financial records.

**Is the owner entitled to receive the strata records and documents she has requested?**

66. The owner refers to several letters she sent the strata requesting information between August 24, 2017 and September 12, 2017. She also refers to requests for other owners, which I find are not before me, given the other owners are not parties to this dispute.
67. She says that some information has been provided but that most has not. The strata says that requests for financial information have been made prior to the information being available, but does not say they have provided the owner with the documents she has requested.
68. It is unclear what information the strata has not provided. Therefore, I find I am unable to make any orders for specific information. However, I will address this claim in a general fashion.
69. Section 35 of the SPA and regulation 4.1 list the records and documents the strata is required to prepare and retain. Under section 36 of the SPA, an owner is entitled to request access to view the records and documents referenced in section 35 and may pay a fee to obtain copies of those documents that must not exceed \$0.25 per

page under regulation 4.2(1). Unless the request is for bylaws or rules, the strata must provide access or copies within 2 weeks of the request.

70. I note the strata is required to retain certain documents for a limited period of time as set out in regulation 4.1. I find that if the strata has retained a record or document passed the prescribed period of time, it is obligated to provide it under section 36 if requested by an owner or tenant. Just because regulation 4.1 sets retention periods, this does not mean the strata is not required to provide the record or document it has kept once the retention period has passed.
71. The courts have found that a record or document that is not set out in section 35 of the SPA is generally not available to an owner or tenant. See for example *Kanye v. Strata Plan LMS 2375*, 2007 BCSC 1610, where the Supreme Court found that an owner is entitled to review books of account and financial statements but not underlying bills, invoices or receipts reflected in the financial statements. The court stated that the purpose of the SPA is to provide information as to how money is spent, and the books of account must show money received and spent.
72. I find it more likely than not, that the strata has failed to provide the owner with all records and documents she has requested and is entitled to receive under the SPA. Given it is unclear what documents have been provided, I order the strata, upon receipt of a written request from the owner for specific records or documents, to provide the owner with her requested information in compliance with sections 35 and 36 of the SPA. In making her written request, the owner should be as specific as possible as to the records and documents she is requesting.

**Did the strata council members fail to act honestly and in good faith with a view to the best interests of the strata? If so, what is an appropriate remedy?**

73. Under section 31 of the SPA, each council member must act honestly and in good faith with a view to the best interests of the strata, and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

74. Based on the evidence, I am simply unable to find that any strata council member has been dishonest or has acted in bad faith or did not meet the test of a reasonably prudent person in comparable circumstances.
75. I have found that the strata, through its council, acted appropriately with respect to the employment and payment of its caretakers, and that it had authority to pay legal fees for the collection of outstanding strata fees and charges for unit 207.
76. I have also found that the strata must reimburse the owner her proportionate share of legal fees paid for her hearing but there is nothing in the evidence to suggest the standard of care expected of a council member was not met.
77. The owner has also provided submissions about the April 30, 2016 AGM, alleging the strata approved a withdrawal from its CRF when the proposed  $\frac{3}{4}$  vote resolution was not on the agenda provided in advance of the meeting. Based on the evidence, I agree with the owner. However, I cannot find that this omission was deliberate.
78. As for the owner's claim that the strata council acted contrary to section 34.1 of the SPA by failing to conduct a council hearing, I find it was reasonable for the strata council not to conduct a council hearing on the same matters the owner brought before the tribunal. The evidence also shows that on at least 2 previous occasions, council hearings were held at the owner's request, which supports the strata's position that it did not contravene the SPA.
79. Finally, I note the individual strata council members are not named parties in this dispute and have not had the opportunity to provide submissions.
80. For these reasons, I dismiss the owner's claim that the strata council members failed to act honestly and in good faith with a view to the best interests of the strata.



## FEES AND INTEREST

81. Under section 49 of the Act, and the tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case to deviate from the general rule. The owner has been partially successful and I order the strata to reimburse the owner \$112.50 for tribunal fees paid.
82. Under section 48 of the Act, the *Court Order Interest Act* (COIA) applies to the tribunal. I find the owner is entitled to pre-judgement interest on the \$99.38 relating to legal fees charged for her hearing from June 14, 2016, the date the earlier credit was removed from her strata lot account. I calculate this to be \$1.52.

## DECISION AND ORDERS

83. I order the strata, within 30 days of the date of this order, reimburse the owner a total of \$212.40<sup>1</sup> broken down as follows:
- \$112.50 for tribunal fees<sup>1</sup>.
  - \$99.38 for her portion of the legal fees charged to her by the strata.
  - \$1.52 for pre-judgement interest under the COIA.
84. The owner is also entitled to post-judgement interest, as applicable.
85. The reimbursement noted in paragraph 83 above may be made by way of a credit to the owner's strata lot account, in which case the strata must notify the owner in writing of the date that the credit has been applied.
86. I order the strata, upon receipt of a written request for records and documents set out in section 35 of the SPA from the owner, provide access to or copies of the requested information pursuant to section 36 of the SPA.
87. Under section 189.4 of the SPA, an owner who brings a tribunal claim against a strata corporation is not required to contribute to the strata corporation's expenses

of defending the claim or in any monetary order issued against it. I order the strata ensure that no part of the amount order to be paid by the strata, or any other expenses incurred by the strata in defending the owner's claims, are allocated to the owner.

88. Under section 57 of the Act, a party can enforce this final tribunal decision by filing, in the Supreme Court of British Columbia, a validated copy of the order, which is attached to this decision. The order can only be filed if, among other things, the time for an appeal under section 56.5(3) of the Act has expired and leave to appeal has not been sought or consented to. Once filed, a tribunal order has the same force and effect as an order of the Supreme Court of British Columbia.
89. Orders for financial compensation or the return of personal property can also be enforced through the Provincial Court of British Columbia. However, the principal amount or the value of the personal property must be within the Provincial Court of British Columbia's monetary limit for claims under the *Small Claims Act* (currently \$35,000). Under section 58 of the Act, the Applicant can enforce this final decision by filing in the Provincial Court of British Columbia a validated copy of the order, which is attached to this decision. The order can only be filed if, among other things, the time for an appeal under section 56.5(3) of the Act has expired and leave to appeal has not been sought or consented to. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

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J. Garth Cambrey, Vice Chair

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<sup>1</sup> Amended to clarify my original intention to order partial reimbursement of tribunal fees.