



Civil Resolution Tribunal

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Civil Resolution Tribunal

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B E T W E E N :

Carol Nass

APPLICANT

A N D :

The Owners, Strata Plan BCS 2025

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey, Vice Chair

INTRODUCTION

1. The applicant, Carol Nass (owner), co-owns a strata lot (unit 506) in the respondent strata corporation, The Owners, Strata Plan BCS 2025 (strata).

2. Broadly speaking, this dispute is about damage to the owner's strata lot, a strata council member's role in relation to film producers' use of common property (including their standard of care and disclosure of conflicts of interest), and the records kept by the strata.
3. The owner seeks several orders relating to repairs of common property and her strata lot, strata records and documents, disclosure of conflicts of interest and governance assistance for the strata council.
4. The strata says it has repaired the common property and is not responsible for damage to the owner's strata lot. It also says copies of most common property agreements and other documentation retained by the strata is available to the owner upon request and that one of its council members contracts directly with film production companies under a separate contract to which the strata is not privy.
5. The strata asks the tribunal to dismiss the owner's claims.
6. The owner is self-represented. The strata is represented by a strata council member.
7. For the reasons that follow, I order the strata to make further attempts to obtain missing records and documents and provide access to or copies of requested information pursuant to sections 35 and 36 of the *Strata Property Act* (SPA), upon the owner's written request. I dismiss the owner's remaining claims.

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. The applicable tribunal rules are those that were in place at the time this dispute was commenced.
12. 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.

ISSUES

13. The issues in this dispute are:
 - a. Is the strata obligated to repair water damage to unit 506?
 - b. Is the strata obligated to ensure its council members disclose their conflicts of interest?
 - c. Is the strata obligated to provide the owner with copies of common property contracts and cancelled cheques? If so, to what must the strata do to obtain records it is obligated to provide but has not retained?
 - d. Does the strata require prior approval of its owners before entering into contracts for the use of common property by a third party?
 - e. What records must the strata retain and what level of detail is required in its documents?

- f. Should I order the strata to retain a new property management firm or its membership in the Condominium Homeowners Association (CHOA)?

BACKGROUND AND EVIDENCE

14. In a civil claim such as this, the applicant bears the burden of proof on the balance of probabilities.
15. Though I have read all of the submissions and evidence provided, I refer only to that which I find relevant to provide context for my decision.
16. The strata is a 118-unit strata corporation located in Vancouver, British Columbia.
17. The relevant bylaws of the strata are those registered February 28, 2008.
18. Bylaw 2 says that an owner is responsible for repair and maintenance of their strata lot except for repair and maintenance that is the strata's responsibility under the bylaws.
19. Bylaw 8 says the strata must repair and maintain common property, and limited common property involving the building exterior. It also says, among other things, the strata's duty to repair a strata lot is restricted to the building exterior and its structure. The bylaw does not say the strata has a duty to repair any other parts of a strata lot's interior.
20. Between May 29, 2016 and November 2017, water leaked into the owner's strata lot at 2 locations, and may still be leaking.
21. Although a strata council member investigated the initial leak on June 3, 2016, the strata did not complete repairs until September 2016. Further leaks continued, which the owner or her spouse brought to the strata's attention in October, November, and December 2016. The strata investigated and repaired those leaks. It continues to investigate and attempt repairs to ongoing water ingress.
22. At all material times, the strata maintained property insurance with a \$10,000 water damage deductible.

23. From time to time, the strata enters into agreements with film production companies to use portions of the common property for a fee (common property agreements). Prior to 2016, the strata did not retain any written common property agreements.
24. One of the strata's council members acts as a liaison for certain film production companies (film companies) and receives a fee from the film company with which the strata has a common property agreement. The same council member sometimes enters into contracts for the use of their strata lot directly with film companies while also acting as liaison with the strata.
25. Between June 2016 and July 2017, the owner requested documents from the strata. The owner says that the strata has not provided all requested common property agreements and that the strata must obtain cancelled cheques from film companies to confirm the amounts paid.
26. At the time the Dispute Notice was issued on October 11, 2016, the strata was a member of CHOA.

POSITION OF THE PARTIES

27. The owner says there have been leaks into her strata lot from common property that are ongoing. She says the strata has been negligent in its duty to repair the leaks and that it should be responsible for repairing the resultant damage to her strata lot.
28. The owner also says the strata has not properly disclosed financial and contractual arrangements made for the use of its common property and that the strata requires the owners' prior approval before entering into common property agreements.
29. Finally, the owner says the level of detail contained in the strata's meeting minutes is poor and that the strata needs alternate or improved assistance to govern its affairs.
30. The owner requests the tribunal order the strata to:

- a. Repair the resultant water damage in her strata lot,
 - b. Ensure its council members properly disclose all conflicts of interest,
 - c. Provide copies of common property agreements and related cheques from January 1, 2015 to October 11, 2016, the date of the Dispute Notice.
 - d. Ensure the strata's records include minutes, contracts, votes, financials, discussion, and detailed business decisions.
 - e. Ensure that its minutes are published within 14 days and contain certain detailed information, and
 - f. Replace its property management company and maintain its membership with CHOA.
31. The strata says it is not responsible for water damage sustained to the owner's strata lot and that individual strata council members are responsible for disclosing their conflicts of interest under the SPA. The strata also says it now retains all records and documents required of it under the SPA and will provide that information to the owner upon request. However, it says that some common property agreements are not available, as they were not retained.
32. The strata says it is satisfied with its current management company and that it will assess continued membership in CHOA at the time membership is scheduled to renew.
33. The strata requests the tribunal dismiss the owner's claims.

ANALYSIS AND DECISION

Is the strata obligated to repair water damage to unit 506?

34. Under section 72 of the SPA, the strata is responsible for repairing and maintaining common property. As earlier noted, under its bylaws, the strata also

has a duty to repair the exterior of the building and its structure, if that is part of a strata lot.

35. It is undisputed that the source of the water leak is from common property or limited common property located on the building exterior. The strata acknowledges it is responsible to stop the water ingress and has retained 2 separate contractors to identify and repair the leaks. It appears 1 contractor attended to exterior leak repair and the other attended to interior investigation and some repairs. The strata says it has spent \$13,039.50 to complete related repairs between September 2016 and April 2017.
36. In reply, the owner claims the strata is responsible to her strata lot for 3 reasons. First, the strata was negligent in failing to act reasonably in the timing of the leak repair. Second, under the equitable remedy of estoppel, the strata should be prevented from waiting 6 months to attend to the leak and taking "up to 2 years to stop the leak." Third, by completing some interior strata lot repairs, the strata has waived its right to object to completing further repairs.

Negligence

37. The courts have held that a strata corporation is required to act reasonably in its maintenance and repair obligations. If a strata corporation's contractors and consultants fail to carry out work effectively, the strata corporation should not be found negligent if it acted reasonably in the circumstances. (See *Kayne v. LMS* 2374, 2013 BCSC 51, and *John Campbell Law Corp v. Strata Plan 1350*, 2001 BCSC 1342, and *Wright v. Strata Plan #205*, 1996 CanLii 2460 (BC SC), aff'd 1998 BCCA 5823).
38. In other words, the strata is not an insurer and is not responsible to reimburse the owner for the claimed damages, unless the strata acted negligently, which the owner claims it has.
39. To be successful in an action for negligence, the owner must demonstrate that the strata owed a duty of care to her, that the strata breached the standard of care,

that the owner sustained damage, and that the damage was caused by the strata's breach. (See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27.)

40. It is established that the strata has a duty to repair the leak as set out in section 72 of the SPA and bylaw 8. The real issue here is whether the strata has breached its standard of care, which is one of reasonableness, in its repair to the common property or limited common property roof areas.
41. The evidence shows that the owner notified the strata when the water was entering her strata lot. In its submissions, the strata breaks down the water leaks into 2 separate instances. It says the first instance occurred in May 2016 and a second in October 2016. The owner says there has been 1 leak that has never been properly repaired, and it has shown up in 2 different areas of her strata lot. The owner also says the chronology of the leak incidents and repairs expressed by the strata in its submissions are inaccurate.
42. Based on my review of the February 23, 2017 email report to the strata's property manager from one of the contractors involved and my review of the photographs provided, I conclude there were 2 separate leaks. As noted by the contractor, the first leak was on the "western end of the unit and now we are concentrating on the repair in the adjacent room where there is a drop in the ceiling elevation. This second leak is above a window, the first leak was to the west in the next room and at a much higher elevation." The owner has not provided any evidence to contradict this contractor's evidence that identifies 2 separate leaks.
43. Based on reports of the second contractor involved, I find the interior damage to unit 506 was repaired in November 2016 after the first water leak. Further investigation for moisture in unit 506 lot was conducted in May 2017. The contracted reported there was no evidence of moisture in unit 506 at that time.
44. The strata admits the length of time from the owner's notification of an active water leak in June 2016 to September 2016 when the repairs were completed was longer than it should have been. Further, the strata says that even it was found to be a breach of its duty to repair, the strata has already repaired the damage to the

owner's strata lot that resulted from the first leak. Based on the evidence, I agree the strata attended to unit 506 repairs from the first leak. Therefore, the interior repairs relating to the first leak are moot, as they have been completed.

45. As for the strata's alleged negligence in attending to the second leak, I find the strata acted promptly and reasonably in its repair to the building exterior. The email communication between the owner (or her husband) and the strata representatives was without delay and the strata kept the owner informed of the contractor's investigation and repair to the building exterior. At times, the owner was out of town and unable to coordinate access. In addition, in an October 20, 2017 email the owner states "[w]e appreciate strata treating the leak with a sense of urgency. But this is NOT an 'emergency'". [Emphasis in original]
46. As of October 2017, it appears water was continuing to make its way into unit 506. However, the communications between parties and between the strata and its contractor also continued suggesting the strata was continuing to address the water ingress.
47. The evidence is that the owner or her husband contacted the strata's insurance broker to notify it of the leaks. The broker referred the owner to the strata. It is unclear if the repair costs exceed the water damage deductible. However, based on the evidence and submissions, I find it is more likely than not that the cost of the resultant water damage would not trigger a claim against the strata's insurance policy.
48. For these reasons, I find the strata was not negligent in its attendance to the second leak into unit 506. I accept that the strata will attend to the exterior building repairs until the leak has been stopped. If this is not the case, the owner is not restricted from starting a fresh application about the second or other leaks.
49. As for the owner's claim of estoppel, there are many different types of estoppel that can arise. The owner has not been clear in her request. There is no evidence before me to suggest the strata will not continue its efforts to repair the building exterior. As a result, I decline to grant the relief sought.

50. As for the argument that the strata, by completing repairs to unit 506 for the first leak, has waived its right not to complete repairs relating to the second leak, I disagree. I do not find that past repairs to the interior of unit 506 obligates the strata to complete future interior repairs, given I have found there to be 2 separate leaks into unit 506.
51. To the extent the owner claims water stains on the wooden support beam is the strata's responsibility, I disagree. Although the wooden support beam is likely structural, and therefore the strata's responsibility, there is no evidence to suggest the structure of the building is at risk or failing. I find that water stains are a cosmetic concern that do not affect the structure of the building and are therefore the owner's responsibility, given they are within the strata lot.
52. For these reasons, I find the strata is not required to complete interior repairs to unit 506.

Is the strata obligated to ensure its council members disclose their conflicts of interest?

53. The issue of whether a particular strata council member breached their duty to disclose a conflict of interest is not before me.
54. In her submissions, the owner says a council member has a duty to disclose all conflicts of interest and that the strata council has a duty to enquire as to the nature and extent of the conflict. I infer the owner's reference to conflict means a disclosed conflict of interest and not a potential conflict.
55. Under section 32 of the SPA, a council member who has a direct or indirect interest in a matter that is to be the subject of consideration by the council must:
 - a. disclose fully and promptly to the council the nature and extent of the interest,
 - b. abstain from voting on the matter, and
 - c. leave the council meeting

- i. while the matter is discussed, unless asked by the council to be present to provide information, and
 - ii. while the council votes on the matter.
56. Section 32 of the SPA clearly states that the obligation to disclose a conflict of interest rests with each individual strata council member. I believe the parties agree on this point.
57. I turn now to the second part of the owner's claim. That is, that the strata, or its council, has a duty to enquire as to the nature and extent of a disclosed conflict.
58. The strata council exercises the strata's powers and performs its duties under sections 4 and 26 of the SPA unless the SPA, the Strata Property Regulation (regulation), or strata bylaws provide otherwise. The SPA, regulations, and bylaws are silent on the matter.
59. However, given the strata council is made up of individual council members, I have reviewed the requirements of section 31 of the SPA relating to fiduciary duty and standard of care.
60. 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. As I have found with section 32, the obligations under section 31 are clearly of individual council members and not the strata council as a whole.
61. Given that sections 31 and 32 of the SPA apply only to individual strata council members I find that neither the strata, nor its council, has a duty to ensure individual council members disclose their conflicts of interest.
62. The British Columbia Supreme Court has found that a strata corporation would not be held liable for a breach of a strata council member's fiduciary duty, as set out in section 31(a) of the SPA, which I find supports my conclusion. (See The Owners,

Strata Plan LMS 3259 v. Sze Hang Holding Inc., 2016 BCSC 32 at paragraph 267.)

63. For these reasons, I find the strata is not obligated to ensure its council members disclose their conflicts of interest. Again, that responsibility rests with each individual council member.
64. Substantial submissions were made that indicate the owner's real issue is that the strata is apparently not aware of specific details of agreements 1 of its council members has with film companies under contract with the strata. Details of concern to the owner include a description of services provided to the film company by the council member, the fee paid to the council member by the film company as liaison to the strata, and details of agreements the council member has about the film company using their strata lot.
65. In its September 6, 2016 strata council meeting minutes, the strata included a statement that it was aware one of the strata council members was being paid by a film company to act as a liaison between the film company and the strata. I infer from that statement that the individual council members satisfied themselves that the council member acting as liaison with the film company had properly disclosed their conflict of interest. It is also undisputed that the council member who had disclosed their conflict left the meeting while the remaining members of the strata council discussed and voted on the contract.
66. The owner's requested remedy is that the strata ensure each council member complies with section 32 of the SPA and if a conflict exists ensure the member leaves the meeting while the matter in conflict is voted on. I decline to make that order, given I have found the strata is not obligated to ensure its council members disclose conflicts of interest and the strata's practice is that the council member who has a conflict leaves the meeting and does not vote on the contract, as required by the SPA.
67. Further, disclosure of the details that are of concern to the owner do not fall under section 35 of the SPA or its regulations, and remedies for a council member

breaching their duty or standard of care, including failing to disclose a conflict of interest, fall under section 33 of the SPA, which is outside the jurisdiction of this tribunal.

68. Nothing in this decision restricts the owner or the strata from making an application to the Supreme Court under section 33 of the SPA to address individual council members' accountability under sections 31 and 32 of the SPA.

Is the strata obligated to provide the owner with copies of common property agreements and cancelled cheques? If so, what must the strata do to obtain records it is obligated to provide but has not retained?

69. The strata acknowledges its obligations under section 35 of the SPA and says it has kept copies of common property agreements since 2016 but does not have copies of agreements prior to that date. It says it has tried unsuccessfully to obtain copies of earlier contracts from past council members. As for the copies of cheques deposited pursuant to the agreements, it says it is not obligated to keep copies of deposited cheques. I agree with the strata that a deposited cheque is not a written agreement.
70. The owner seeks an order that the respondent provide common property agreements and copies of cheques deposited from January 1, 2015 to the date of the dispute notice. She is aware the strata did not retain copies of the agreements prior to 2016, but says the strata has not made reasonable attempts to obtain them from past council members or the film companies.
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 *Kayne 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. Based on Kayne, I agree that the strata is not obligated to provide copies of cheques it has deposited as there is no such requirement under section 35 or the Strata Property Regulation (regulation). That the strata did not retain rental agreements prior to 2016 does not mean it must now produce copies of deposited cheques that relate to the common property agreements.
73. As for the common property agreements themselves, section 35(2)(g) of the SPA and regulation 4.1(4) require the strata to retain copies of “written contracts to which the strata is a party” for “...at least 6 years after the termination or expiration of the contract...” It is unclear if the common property agreements in place before 2016 were written contracts.
74. Section 35(1)(d) requires the strata to prepare books of account. Section 35(2)(i) and (l), and regulation 4.1(3) require the strata to retain annual financial statements and bank statements, among other things, for at least 6 years.
75. The strata has acknowledged it has contacted past council members in its attempt to obtain copies of missing common property agreements but does not say it has attempted to obtain the missing agreements from the film companies.
76. Given these circumstances, I find the strata, by reviewing its financial statements, should be able to identify some, if not all, of the film companies it contracted with in 2015. I find it would be reasonable for the strata to attempt to determine the sources of its film income for a 1-year period and correspond with those companies to request a copy of a past agreement. It may be, as the strata says, that it will not recover all missing agreements but by not requesting them, I conclude that a reasonable attempt has not been made.
77. Therefore, I order the strata to review its financial records for the 2015 calendar year and make a list of all film companies that paid a fee under a common property agreement (list). The strata must provide the owner with a copy of the list.
78. I further order the strata to correspond with all companies on the list for which the strata does not have a copy of the applicable agreement, requesting that the

companies provide a copy of the agreement to the strata. The strata must, upon receipt of missing common property agreements, provide a copy to the owner. Upon issuing correspondence to all companies on the list, I conclude the strata will have made a reasonable attempt to obtain the missing agreements.

79. I further order the strata, upon receipt of a written request from the owner for records and documents set out in section 35 of the SPA, to provide access to or copies of the requested information pursuant to section 36 of the SPA.

Does the strata require prior approval before permitting film companies to use common property?

80. The parties disagree on whether use of the common property for a fee by film companies is a lease or licence of common property. They also disagree on whether the prior approval of the strata owners by way of resolution, bylaw or rule is required. The owner says the use of common property by film companies is a lease and that prior approval is required. On the other hand, the strata says its council has the authority to enter into such contracts because it grants a licence for the film companies to use portions of its common property.
81. The question then is; Are the arrangements with film companies' contracts to lease common property or contracts to licence the use of common property?
82. Based on my review of the sample contracts provided, I agree with the strata. I find the contracts between the strata and film companies to be contracts to licence the use of the strata's common property. I do not believe that a detailed analysis of lease versus licence is necessary.
83. It has generally understood that a lease creates an interest in land, while a licence does not. The contracts before me do not create an interest in land. Further, a licence is generally considered permission to do something that is otherwise unlawful, such as trespass, in this case. Finally, whether the agreement references a lease or a licence is not necessarily conclusive as to the type of contract it is.

84. The owner says that the strata requires the prior approval of its owners before entering into such contracts by either an approved bylaw or by the application of sections 71, 80(2), and 110 of the SPA. The strata relies on a legal opinion obtained in June 2017, that disagrees with each of the owner's concerns. I agree with that opinion.
85. Namely, that neither the SPA nor the strata's bylaws restrict the strata from entering into the licence agreements with film companies. Absent such a bylaw, or a direction from the strata's ownership at a general meeting under section 27 of the SPA, I find the strata has discretion to enter into licence agreements.
86. Section 71 of the SPA restricts the strata from making a significant change in the use or appearance of common property without first passing a $\frac{3}{4}$ vote resolution. I agree with the strata that in order for section 71 to apply, the change must not only be significant but it must also be permanent. I find section 71 does not apply to the strata permitting film companies to set up its equipment for a temporary period of usually 1 or 2 days, given the common property is returned to its original state by the film company at the conclusion of the agreement.
87. Section 80(2) of the SPA sets out certain requirements of the strata that involve the passing of a $\frac{3}{4}$ vote to dispose of common property. While I agree the disposition of common property includes a lease of common property for a term of less than 3 years, I have already found the agreements at issue are licences for the use of common property. I find that section 80(2) does not apply to the use of common property by film companies as claimed by the owner.
88. Section 110 of the SPA, together with regulation 6.9, permits the strata to impose user fees for use of common property by "owners, tenants or occupants or their visitors." I find that section 110 does not apply to licencees of the strata, as I have found the film companies to be.
89. For these reasons, I find the strata does not require the prior approval of its owners before permitting film companies to use common property by way of a licence agreement.

90. Nothing in this decision restricts the owner from pursuing a bylaw amendment or direction to the strata by way of a majority vote at a general meeting to set guidelines for, or restrict the strata's ability to licence the use of common property.

What records must the strata retain and what level of detail is required in its minutes?

91. I have discussed earlier the records the strata must retain under sections 35 and 36 of the SPA. It is those records contained in section 35 and regulation 4.1, that the strata must retain for the period set out in regulation 4.1.
92. The owner says that the "strata minutes should be transparent, promote disclosure and communicate strata business to owners." The owner seeks an order that the strata ensure its records "include minutes, contracts, votes, financials, discussion and business decisions" and that certain items, such as financial information, and disclosure of contracts and conflicts of interest, be included in the strata's minutes. In light of the issue with common property agreements discussed earlier, I order the strata to comply with section 35 of the SPA, which includes retaining the majority of the listed items noted by the owner, for the period set out in regulation 4.1.
93. However, further analysis is needed with respect to the strata's retention of "discussion and business decisions" as that relates to the strata's minutes.
94. As the strata submits, the court has addressed this particular point in *Kayne* (at paragraph 8) where it states:

The purpose of the [SPA] is to ensure that members of the strata corporation are informed of the decisions taken and the money spent on their behalf. It mandates no particular form in which these documents are to be kept and no particular level of detail. For example, although it requires minutes, it does not, beyond stating that the minutes include the results of any votes, set out any degree of detail that must be contained in those minutes. Minutes must contain records of decisions taken by

council, but may or may not report in detail the discussions leading to those decisions. [Emphasis added]

95. The courts have also found that not all correspondence exchanged between council members is considered correspondence that must be retained under section 35 of the SPA (See Kayne at paragraph 22).
96. Finally, to the extent the owner claims the strata council has met without keeping minutes of its meeting, the court has found that there will be occasions when strata council members will meet informally to discuss matters of relevance and that such meetings may not be council meetings (See Kayne at paragraph 23).
97. Therefore, I find that the level of detail required in the strata's minutes is the minimal level required by the SPA. Of course, the strata council, at its discretion, may determine that additional detail is required in certain circumstances, subject to direction of its owners through bylaw amendments, for example.
98. The owner also asserts that the strata council meeting minutes are published, on average, 45 days after a council meeting, contrary to the 2-week timeline set out in bylaw 19, but has not provided any evidence to support her assertion.
99. For these reasons, I dismiss the owner's claim as to the content and timing of the strata's minutes.

Should I order the strata to retain a new property management firm or its membership in CHOA?

100. The owner claims the strata's property management company played a significant role in the strata's alleged non-compliance with respect to the law, good governance and disclosure of information. Other than the owner's assertions, there is no evidence to support this claim.
101. The property management firm is the strata's agent and therefore takes the strata's direction or acts on the strata's behalf. Absent any supporting evidence, I find the strata is better positioned to decide whether the current strata

management company should be retained. Therefore, I dismiss the owner's request that I order the strata to retain a new property management firm.

102. I find the decision to remain a member of CHOA rests with the strata as set out in section 38 of the SPA, which permits the strata to enter into contracts. To be clear, in addition to my findings above, there is no requirement that the strata join such an organization, nor has the owner provided supporting evidence to persuade me that such a membership is required. In any event, given the strata is a member of CHOA, as agreed by the parties, I decline the owner's request to order the strata to join it.

FEES

103. 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 strata has been the most successful party and I decline to order the strata to reimburse the owner for tribunal fees paid.

ORDERS

104. I order the strata:
- a. Within 45 days of the date of this order, to review its financial records for the 2015 calendar year and make a list of all film companies that paid a fee under a common property agreement (list),
 - b. Within 50 days of the date of this order, to provide the owner with a copy of the list,
 - c. Within 60 days of the date of this order, to correspond with all companies on the list for which the strata does not have a copy of the applicable written common property agreement, requesting the company provide the strata with a copy of the agreement,

- d. Upon receipt of missing common property agreements, to provide the owner with a copy of the agreement,
 - e. To comply with section 35 of the SPA and regulation 4.1, and
 - f. Upon receipt of a written request from the owner for records and documents set out in section 35 of the SPA, to provide access to or copies of the requested information pursuant to section 36 of the SPA.
105. I dismiss the owner's remaining claims.
106. 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 expenses incurred by the strata in defending the owner's claims, are allocated to the owner.
107. 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.

J. Garth Cambrey, Vice Chair