



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Gulf Manufacturing Ltd v. The Owners, Strata Plan BCS 1348*, 2019
BCCRT 16

B E T W E E N :

Gulf Manufacturing Ltd

APPLICANT

A N D :

The Owners, Strata Plan BCS 1348

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. The applicant, Gulf Manufacturing Ltd, is an owner of a strata lot in the respondent strata, The Owners, Strata Plan BCS 1348 (strata). This dispute involves the strata's budget for the 2015/16 fiscal year (initial budget), which the owners approved at the strata's annual general meeting on October 29, 2015 (2015 AGM).

The strata says that it discovered errors in how the 2015/16 budget allocated certain expenses between the strata's sections and corrected the error by preparing a new budget that properly reallocated the expenses (revised budget). The reallocation caused some owners' strata fees to go up, including the applicant's. The applicant challenges the strata's decision and seeks orders that will effectively reinstate the initial budget.

2. The applicant is represented by a director, Robert Lepp. The strata is represented by a member of strata council.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over strata property claims brought under section 121 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.
4. 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 issues of credibility or other reasons that might require an oral hearing.
5. 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.
6. Under section 123 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

7. The issues in this dispute are:
 - a. Should any other owners be added as respondents to this dispute?
 - b. Does the applicant have standing to bring the dispute, insofar as the result may impact other owners?
 - c. Did the applicant bring this dispute too late?
 - d. Did the alterations to the strata fees amend the initial budget?
 - e. Did the strata breach the *Strata Property Act* (SPA) or its bylaws in the way it allocated strata expenses in the initial budget?
 - f. What, if any, remedy is appropriate?

BACKGROUND AND EVIDENCE

The Strata, the Sections and the Bylaws

8. The strata is a condominium hotel complex in Whistler.
9. The owner developer of the strata filed bylaws with the Land Title Office on June 16, 2005, which replaced the Schedule of Standard Bylaws under the SPA. The bylaws create 5 different sections. Strata lot 1 is the Parking Section, which is a commercial parking facility. Strata lots 2 to 4 are the Employee Lot Section, which is for employee housing. Strata Lot 5 is the Adjacent Hotel Lobby Lot Section, which is the lobby for an adjacent hotel. Strata lots 6 to 11 are the Management Section, which are the areas of the strata that the hotel uses for administration. Strata Lots 12 to 94 are the Hotel Lot Section, which are used as hotel rooms.
10. There are also strata lots 95 to 97, which are further employee housing. They are not part of the Employee Lot Section under the bylaws, but this appears to have been an oversight. They have been treated as part of the Employee Lot Section

since the strata's inception. As this is not in dispute and does not affect the outcome of this dispute, I will treat strata lots 95 to 97 as part of the Employee Lot Section.

11. The strata lots in the Hotel Lot Section are rented to the public through a rental pool.
12. None of the sections have filed separate bylaws.
13. Bylaw 7.3 sets out how common expenses are apportioned between strata lots and sections. The bylaw states that the common expenses attributable to a section are allocated to that section and are divided between the owners in that section according to their unit entitlement. The bylaw also states that the common expenses that are not attributable to a section are allocated to all of the strata lots in proportion to their unit entitlements, unless otherwise set out in a budget of the strata corporation.
14. The total unit entitlement of the strata is 7,067, broken down between the sections as follows:
 - Parking Lot Section: 56
 - Employee Lot Section: 489
 - Adjacent Hotel Lobby Section: 136
 - Management Section: 374
 - Hotel Lot Section: 6,012
15. The applicant's strata lot is in the Hotel Lot Section and has a unit entitlement of 53.

The Calculation of Strata Fees and the Initial Budget

16. This dispute centres on the initial budget and the revised budget, which were for the 2015/16 fiscal year. However, it is first necessary to understand how the strata calculated strata fees prior to the 2015/16 fiscal year.

17. Prior to the 2015/16 fiscal year, the strata allocated expenses that were not shared by all sections on a “percentage basis”. The strata provided the revised budget to illustrate how the strata previously allocated expenses, because, as discussed below, the strata had intended to follow past practice. The revised budget shows that most of the strata’s expenses are common expenses shared by all sections. Several expenses are shared between some but not all of the sections. Some expenses are allocated between one or more sections and the strata as a whole. Only one expense was allocated to a single section.
18. At my request, the strata provided submissions on how it allocated the expenses that were shared by more than one section.
19. The strata submits that in the owner developer’s original budget in 2005, it allocated certain expenses 94% to the Hotel Lot Section and 6% to the Management Lot Section. These percentages represent the 2 sections’ unit entitlements relative to each other, rounded to the nearest percentage point. Since the initial budget, the strata says that the strata has changed these percentages slightly from time to time. The strata says it was trying to allocate these expenses based on its assessment of how much each section roughly benefitted from a particular expense.
20. In the revised budget, there are slight variations in how different expenses are allocated between sections. While the strata is correct that the variations are small (less than 1%), the strata also concedes that expenses were not allocated strictly by the unit entitlement of the sections.
21. In January 2015, the strata’s property manager advised strata council that it should change how it allocates expenses to bring its budgeting practice into compliance with the SPA. The strata says that at the August 2015 strata council meeting the strata council decided to look into changing its strata fee structure for future years but would continue with the previous method for the 2015/16 budget.
22. The 2015/16 budget shows total expenses of \$999,405, \$933,405 of which were funded by strata fees. Despite the strata council’s decision to conform with past practice, the initial budget divided the expenses based on unit entitlement between

all of the strata lots without regard to the sections. There were no section budgets presented to the owners. In other words, the initial budget calculated strata fees as if there were no sections.

23. The owners approved the initial budget as presented.

Retroactive Changes to the Budget and Strata Fees

24. In January 2016, the vice president of the strata council, who works for hotel management, advised the property manager that there appeared to be calculation errors in the allocation of expenses.

25. Between April and June 2016, the property manager and one member of the strata council worked to correct the mistake. As a result of these investigations, the property manager realized that it had failed to allocate expenses between sections as the strata council had expected.

26. The property manager corrected the error by adjusting the strata fees for all of the strata lots to accord with the budget the strata council had intended to present to the owners at the 2015 AGM.

27. The applicant became aware of the amendment to the strata fees on June 1, 2016, when the strata deducted \$792.40 instead of \$612.52 from its bank account. Due to an internal error, the property manager deducted the adjusted strata fees from the owners' bank accounts without warning or explanation. The property manager subsequently apologized.

28. On July 6, 2016, the property manager sent a letter to the owners advising that it had used an incorrect formula at the 2015 AGM, which resulted in incorrect strata fees. The property manager stated that hotel management brought the potential issue to the property manager's attention. The property manager stated that it made the error when entering the percentages of allocation of expenses between the sections when the property manager made a software change.

29. The property manager included a spreadsheet showing the impact of the strata fee changes. The spreadsheet shows that the Parking Section had overpaid \$2,832.52, the Lobby Section had overpaid \$6,878.97, and the Employment Section had overpaid \$19,542.02. The spreadsheet also shows that the Management Section underpaid \$10,548.99 and the Hotel Section underpaid \$18,704.53. The overpayments balance the underpayments to within 1 cent.
30. At the time, the applicant requested copies of the section budgets that were part of the budget presented at the 2015 AGM. The property manager confirmed that it had made an error by failing to include the section budgets in the AGM package.

ANALYSIS AND POSITIONS OF THE PARTIES

31. The applicant seeks orders that the applicant says will remedy the unilateral imposition of the revised budget. The strata argues that, in effect, the applicant has brought a dispute on behalf of the owners that have allegedly overpaid and against the owners that have allegedly underpaid. The strata's argument raises 2 related preliminary issues. First, the strata argues that the owners who have underpaid strata fees should be added as respondents. Second, the strata argues that the applicant does not have standing to bring a claim on behalf of the other owners who stand to receive a refund on their strata fees.
32. The strata frames the dispute as the applicant seeking to achieve a monetary judgment in favour of some owners, including itself, against other owners. I disagree with the strata's characterization. While the applicant does frame the relief sought in terms of the total amount that it says the Hotel Lot Section owners were overcharged, the applicant does not seek to have some owners pay others directly in the form of monetary judgments against other owners. The applicant's relief is directed at the strata. The dispute is, in effect, about the strata's compliance with the bylaws and the SPA.

Should any other owners be added as respondents to this dispute?

33. The strata argues that procedural fairness requires that the owners of the strata lots that stand to suffer retroactive increases in their strata fees must be added as respondents.
34. I find that the relief sought by the applicant is properly directed towards the strata. I do not agree that the simple fact that certain owners will suffer a monetary detriment if the applicant is successful necessarily means that those owners must be individually involved.
35. Section 121 of the Act gives the tribunal jurisdiction over strata property claims. Section 123 of the Act governs the orders the tribunal may make in a strata property claim. In particular, section 123(1)(a) permits the tribunal to make an order requiring a party to do something. I find that the Act authorizes the tribunal to make an order requiring the strata to adjust its budget, including its strata fee calculations, to comply with the SPA and the bylaws.
36. I dismiss the strata's argument that procedural fairness requires that the owners that the applicant alleges have underpaid strata fees must be added as respondents.

Does the applicant have standing to bring the dispute, insofar as the result may impact other owners?

37. The strata argues that because the applicant's remedy gives a benefit to other strata owners, the applicant essentially seeks to bring a class action against the strata. The strata argues that the applicant only has standing to bring a dispute for a return of its own strata fee overpayment, which is \$164.89.
38. The strata relies on *Extra Gift Exchange Inc., et al v. Ernest Twins & Ventures (PP) Ltd., et al*, 2007 BCSC 426.
39. *Extra Gift Exchange* was an application to strike pleadings. A self-represented owner in a strata corporation had brought a claim on behalf of themselves, the

strata corporation and all of its owners, past and present. The claim was against the strata corporation, members of its strata council, the owner developer, the realtors that marketed and sold the strata lots, and the company that managed the strata corporation.

40. The strata relies on the part of *Extra Gift Exchange* in which the Court assesses the owner's standing to bring a claim on behalf of all of the owners in the strata past and present. The Court expressed doubt, without making a finding, that owners in a strata corporation could become a legal entity through the procedures under the *Class Proceedings Act*. The Court concluded that the owners are not a legal entity capable of bringing claims because sections 171 and 172 of the SPA provides owners with a mechanism to commence actions through the strata corporation. The Court found that there is no provision in the SPA that permits owners to bring claims as a group other than through their strata corporation.
41. The strata says that *Extra Gift Exchange* applies to the applicant's claims. The strata says that because owners other than the applicant stand to benefit if the applicant is successful, it is the strata corporation that must pursue the claims pursuant to section 172 of the SPA.
42. I disagree with the strata that *Extra Gift Exchange* applies to bar the applicant's claim. I find that *Extra Gift Exchange* is distinguishable from this dispute because the applicant does not purport to bring its claim on behalf of any other owner.
43. In this dispute, the applicant claims against the strata over the proper application of the SPA and the bylaws. Section 121(1)(a) of the Act states that the tribunal has jurisdiction over the interpretation or application of the SPA, the *Strata Property Regulation* (Regulations) and a strata corporation's bylaws.
44. The applicant has not only an interest in the amount of money it says it has been overcharged, but an interest in the proper governance of the strata as a whole. Section 163 of the SPA recognizes the importance of an owner's standing to ensure that the strata is properly governed, including to ensure that a strata's finances are in order.

45. The strata also relies on *Townsend et al v. The Owners, Strata Plan NW 2545*, 2018 BCCRT 209. In that case, the tribunal dismissed the applicants' claims against individual strata council members because they were not parties. As mentioned above, I do not agree with the strata that the applicant seeks relief against any individual owners. Therefore, I find that the reasoning in *Townsend* does not apply to this dispute.
46. The strata also argues that each of those owners must bring their own claim to seek the same relief as the applicant in relation to their own strata lot. I disagree. This would not only be tremendously burdensome, but would also lead to chaos in the strata's finances, with owners paying different amounts of strata fees based on whether they had made their own separate claims.
47. I conclude that the applicant has standing to bring this dispute against the strata without the participation of the other Hotel Lot Section owners.

Did the applicant bring this dispute too late?

48. The strata argues that because the applicant's claim relates to the 2015 AGM, the applicant has brought its claim too late.
49. The applicant applied for dispute resolution on March 19, 2018. The tribunal issued the Dispute Notice on April 9, 2018. Under former section 14(1) of the Act, which applies to this dispute, the date that the tribunal issues the Dispute Notice is the date that the limitation period is suspended. The strata says that because the applicant attacks budgeting decisions made on or before the 2015 AGM, the applicant brought the claim outside of the 2 year limitation period under the *Limitation Act*. The *Limitation Act* applies to tribunal claims.
50. The strata argues that the applicant's claims relate to the strata's historical budgeting practice of allocating certain expenses by percentages determined by the strata rather than by unit entitlement. The strata says that because Mr. Lepp was on strata council in August 2015, the applicant knew about the strata's practices.

51. I disagree with the strata's characterization of the applicant's claims. While some of the applicant's submissions relate to past budgeting practices, the applicant does not seek any orders with respect to anything in relation to budgets prior to the 2015/16 fiscal year. The applicant only seeks orders reversing the strata's decision to revise the initial budget after the owners approved it.
52. While the strata may be correct that the strata's general budgeting practices were discoverable prior to April 9, 2016, I find that the applicant's claim did not arise until June 1, 2016, the date that the strata decided to revise the initial budget after discovering its error. There was no way for the applicant to discover that the strata had retroactively amended the initial budget until it took extra strata fees from the applicant's bank account on June 1, 2016, which is less than 2 years prior to the tribunal issuing the Dispute Notice.
53. Therefore, I find that the applicant did not bring this claim outside of the applicable limitation period.

Did the alterations to the strata fees amend the initial budget?

54. The strata says that the budget did not change when the property manager corrected the strata fees in 2016. The strata notes that neither the total budget nor the individual expenses changed, other than some line items that amount to rounding errors. The only thing that changed was that the strata allocated certain expenses to one or more sections. The strata says that the revised budget was nothing more than a correction, and therefore did not need approval from the owners.
55. The applicant says that the SPA does not provide for a process whereby a budget approved by the owners can be amended by the property manager or the strata council. The applicant says that if the strata wished to amend the budget, it required a special general meeting with another vote.

56. Section 103 of the SPA requires the strata to prepare a budget prior to each annual general meeting. The strata must distribute the proposed budget prior to the annual general meeting. The budget must be passed by a majority vote.
57. It is undisputed that the owners received and passed the initial budget as presented. The minutes indicate that approval of the initial budget was unanimous.
58. The strata states that the issue with the initial budget was the allocation of section expenses. The strata states that from the strata's inception to the 2014/15 fiscal year, the strata allocated various expenses to individual sections based on how much each section benefitted from the expense. If all sections benefitted, then the expense was considered a common expense.
59. The strata says that when the property manager failed to include the section budgets in the package for the 2015 AGM, all expenses were allocated as common expenses and divided based on unit entitlement, without regard for the sections' separate responsibilities for certain expenses.
60. At the 2016 annual general meeting, the owners approved the minutes of the 2015 AGM. The owners were reminded of the error in the previous year's budget. The resolution approving the minutes passed. The strata says this amounts to owner approval of the revised budget. I disagree. The approval of minutes relates to whether the minutes accurately depict what happened at the previous meeting.
61. Section 103(3)(a) of the SPA states that a budget passed at an annual general meeting must contain the information required by the Regulations.
62. Section 6.6 of the Regulations sets out the budget requirements. Section 6.6(1)(f) and (g) state that the budget must include each strata lot's monthly contribution to the operating fund and the contingency reserve fund, respectively.
63. Neither party initially made submissions regarding section 6.6 of the Regulations, so at my request, the parties provided supplementary submissions on whether the revised budget was a new budget. In response, the strata said that it acted on good faith and on the advice of its property manager in concluding that the budget had

not changed. The strata did not provide any specific arguments about section 6.6 of the Regulations. The applicant maintained that the strata had changed the budget.

64. I find that the corrections to the budget changed the budget because it changed each strata lot's strata fees. There is no mechanism in the SPA or the bylaws that set out a specific process for a strata to alter an approved budget. However, I agree with the applicant that if the strata believed it necessary to alter the initial budget in the middle of the fiscal year, whether due to an error or otherwise, the proper approach was to call a special general meeting and seek fresh approval from the owners. The strata did not get owner approval for the revised budget. I therefore find that the strata breached the SPA by revising the initial budget without owner approval.

Did the strata breach the SPA or its bylaws in the way it allocated strata expenses in the initial budget?

65. Neither party initially made submissions on whether the initial budget conformed with the SPA and the bylaws so, at my request, the parties provided further submissions on this topic. The applicant submits that the strata was permitted to pass a budget purely on unit entitlement without allocating any expenses to individual sections, which is what the initial budget did. The strata responded to the question but did not take a clear position on whether the initial budget complied with the SPA and the bylaws.

66. Section 99 of the SPA requires strata lots to contribute to the operating fund and contingency reserve fund by unit entitlement. Section 100 of the SPA allows a strata to calculate strata fees using a different formula by a unanimous vote at an annual general meeting or special general meeting.

67. The strata has not passed a resolution under section 100 of the SPA to calculate strata fees other than by unit entitlement.

68. Section 195 of the SPA states that any expenses that relate solely to the strata lots in a section must be shared between the strata lots in that section based on unit entitlement.
69. Section 195 of the SPA only applies to expenses that relate solely to one section in a strata. The SPA is silent on expenses that relate to more than one, but not all, sections in a strata. There is therefore no explicit requirement in the SPA that a strata must allocate such expenses only to the sections that benefit from the expense. Similarly, bylaw 7.3, which governs the apportionment of common expenses, makes no mention of how the strata will apportion expenses that relate to some, but not all, of the sections.
70. In the revised budget only one expense, for “recreational facilities”, is allocated to a single section. This expense is for \$1,000 of the \$999,405 budget and is allocated to the Hotel Lot Section. The strata did not explain why the recreational facilities were the only expense to be allocated just to the Hotel Lot Section, despite being asked for submissions on how the strata allocated expenses. In the absence of evidence proving that the expenses for recreational facilities related solely to the Hotel Lot Section, I find that the strata was permitted to allocate the expense to all of the sections. While not directly applicable, I note that this method of allocating expenses based on unit entitlement despite disproportionate benefits between sections is consistent with the finding in *Poloway v. Owners, Strata Plan K692*, 2012 BCSC 726.
71. Therefore, I find that the initial budget was compliant with the SPA and the bylaws.
72. Both parties made submissions about whether the revised budget and previous budgets complied with the SPA and the bylaws. Because of my finding, I do not need to decide whether the revised budget complied with the SPA and the bylaws. Because the applicant does not seek any orders with respect to any previous budgets, I do not need to decide whether previous budgets complied with the SPA and the bylaws.

What remedy, if any, is appropriate?

73. I have concluded that the initial budget that the strata passed at the 2015 AGM was compliant with the SPA and the bylaws and that the strata was not permitted to alter the initial budget without the approval of the owners. Notwithstanding these findings, the strata submits that I should not make the orders the applicant seeks.
74. First, the strata submits that, in general, it acted in good faith to correct the errors it made prior to the 2015 AGM in order to give effect to strata council's initial intention. It says it has also acted in good faith to bring its finances into compliance with the SPA. While that may be true, I find that the strata's motivations or intentions are not relevant to the outcome of this dispute.
75. The strata also argues that the applicant's remedy would do more harm than good and would be impractical. The strata invites a forward-looking order that the strata comply with the SPA, rather than a backwards-looking order correcting past mistakes. I found that the strata withdrew money from the applicant's bank account to pay for strata fees that were not part of a properly approved budget. While the sum of money is not great to any individual owner, it is still a significant matter for the strata to take money it is not entitled to from an owner. In addition, the aggregate amount of money is significant.
76. The strata says that the applicant's remedy would have far reaching and unintended legal consequences for the strata. The only example the strata provides is that if any owners have recently bought their strata lot, the Form B Information Certificates they relied on will be rendered retroactively incorrect. However, the strata can take steps to advise the affected Form B owners of this decision. I fail to see how an order that is limited to the 2015/16 fiscal year would have any significant unintended consequences.
77. The strata says that the applicant's requested remedy would require the strata to impose retroactive strata fees. I disagree that an order to reimpose the initial budget results in the tribunal imposing retroactive strata fees.
78. In summary, I am not persuaded that there is any overriding unfairness or impracticality in ordering the strata to correct the error of revising the initial budget.

79. The strata says that after the initial budget, the strata received legal advice and that its subsequent budgets have complied with the SPA. The applicant disagrees and says that the strata still is not correctly calculating strata fees.
80. In response to my request for submissions regarding the initial budget's compliance with the SPA, the applicant asserted that the 2016/17 and 2017/18 budgets may be the subject of subsequent tribunal proceedings.
81. The applicant has not sought any orders regarding anything other than the 2015/16 fiscal year. Given that the strata's budgets after the 2015/16 fiscal year may be the subject of future tribunal decisions, I will not comment on whether the strata's current practices comply with the SPA or the bylaws. For clarity, my finding that the initial budget complied with the SPA and the bylaws should not be taken as a finding on whether or not the strata may allocate expenses in another way.
82. Therefore, I find in favour of the applicant. However, I will not make orders on the precise terms that the applicant seeks. I find that it is best to give the strata discretion on how to give effect to the reinstatement of the initial budget.
83. The strata will have 30 days from the date of this decision to determine how much each strata lot that overpaid or underpaid strata fees for the 2015/16 fiscal year, as the case may be. The strata will have 60 days from the date of this decision to apply the amount each strata lot overpaid or underpaid to each strata lot's account, as the case may be, and to provide each owner with a brief description of what adjustments the strata has made to their strata lot account, what the current account balance is, and how the owner may address any non-zero balance.
84. I decline to make any further orders and leave it to the strata to decide how to collect from the strata lots that will owe the strata money and how to refund the strata lots to which the strata will owe money.

TRIBUNAL FEES AND EXPENSES

85. 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. I therefore order the strata to reimburse the applicant for tribunal fees of \$225.
86. The applicant also claims \$150 in dispute-related expenses, but does not say what those expenses are or provide any evidence in support of the expenses. I dismiss the applicant's claim for dispute-related expenses.
87. The strata corporation must comply with the provisions in section 189.4 of the SPA, such as not charging dispute-related expenses against the owner, unless the tribunal orders otherwise.

DECISION AND ORDERS

88. I order that the initial budget is the budget for the strata for the 2015/16 fiscal year.
89. I order that within 30 days of the date of this order, the strata determine how much each strata lot that overpaid strata fees for the 2015/16 fiscal year is owed by the strata and how much each strata lot that underpaid strata fees for the 2015/16 fiscal year owes the strata.
90. I order that within 60 days of the date of this order, the strata apply the amount each strata lot overpaid or underpaid to each strata lot's account, as the case may be, and provide each owner with a brief description of what adjustments the strata has made to their strata lot account, what the current account balance is, and how the owner may address any non-zero balance.
91. I order the strata to reimburse the applicant \$225 in tribunal fees.
92. The applicant is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.

93. 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.
94. 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.

Eric Regehr, Tribunal Member