



CRT USE ONLY

File: ST-2018-000159

Type: Strata

Civil Resolution Tribunal

BETWEEN:

- Please enter legal names of all applicants exactly as they appear on the Dispute Notice or on the most recent Amended Dispute Notice
- If the applicant is a strata, identify either the legal name of the strata corporation or the separate strata section as appropriate

Yan Li

APPLICANT

AND:

- Please enter legal names of all respondents exactly as they appear on the Dispute Notice or on the most recent Amended Dispute Notice
- If the respondent is a strata, identify either the legal name of the strata corporation or the separate strata section as appropriate

The Owners, Strata Plan LMS930

RESPONDENT

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DEFAULT DECISION AND ORDER

Tribunal Member: Julie K. Gibson

Date: April 3, 2018, typographical correction issued April 11, 2018





DISPUTE NUMBER & DECLARATION

Enter the Dispute Number as it appears on the Dispute Notice.

Example: ST-2017-12345 or SC-2017-12345

ST-2018-000159

- ☒ I confirm I have provided the Dispute Notice to all respondents. The CRT advised me that no respondent has submitted a Dispute Response Form.



You must provide evidence showing how you provided the Dispute Notice for each respondent and attach it separately to the email you send with this form. See the instruction sheet for what must be provided.



REQUEST FOR DEFAULT DECISION AND ORDER



A. MONETARY CLAIMS AND ORDERS

Liability is assumed in default orders. This means you do not need to prove the other party is at fault. If your claim is for a “debt”, you do not have to provide evidence of the debt or the amount owing. The CRT does require that you provide evidence for non-debt claims. The differences between the two types of claims are discussed below.

DEBT CLAIMS

A debt claim is a claim for a specific amount of money that the other party has agreed to pay you. For example, the other party agreed in a contract to pay you for services or goods. Another example is a strata corporation claim for fees or fines owed by an owner or tenant. Only include claims that you included in your application for dispute resolution. Do not add new claims. Do not include CRT fees, dispute-related expenses, or interest - those amounts are entered in other sections of this form.

- Do not provide evidence for debt claims.
- Do not add additional principal amounts that were not owing as of the date of the Dispute Notice.
- It is your responsibility to make sure the amounts you are claiming are supported by your contract or agreement.
- You can't claim a contractual rate of interest in Section 4 if you did not request it in the Dispute Notice.

NON-DEBT CLAIMS

A non-debt claim is a claim where the exact amount owed has not been determined or agreed to. For example, the other party damaged your fence, and you are claiming the cost to repair it.

- Describe each claim and the amount of your non-debt claim..
- Describe evidence you have to support each claim in the section provided. You must provide a copy of evidence to support the amount or value of each claim. Please remember to attach an electronic copy of the evidence when you submit this form.
- For example, if the other party damaged your fence and you are claiming repair costs, you should provide receipts that show the amount of money needed to repair your fence. You don't need to provide evidence to show that the respondent caused the damage. The other party is assumed to be at fault because they did not respond to your Dispute Notice.





A. Monetary Claims and Orders
(do not include interest)

**Claim
Amount (\$)**

**CRT USE ONLY
Order (\$)**

1. Describe claim "1":

Remove \$100 fine on the accounts for each of each of
307, 8220 Jones Road and 213, 8200 Jones Road

\$200.00

\$00.00

If claim 1 is a non-debt claim, describe evidence to support the amount of claim 1
(see above for information on debt claims and non-debt claims)

CRT Order: The respondent to remove the \$100 x 2
charges for the fines levied against each of 307, 8220 and
213, 8200 Jones Road, within 30 days of this decision.

2. Describe claim "2":

\$0.00

\$0.00

If claim 2 is a non-debt claim, describe evidence to support the amount of claim.
If claim 2 (see above for information on debt claims and non-debt claims)

3. Describe claim "3":

\$0.00

\$0.00

If claim 3 is a non-debt claim, describe evidence to support the amount of claim.
If claim 3 (see above for information on debt claims and non-debt claims)



REQUEST FOR DEFAULT DECISION AND ORDER



B. NON-MONETARY CLAIMS - OTHER ORDERS

(For example, requests for a party to do or stop doing something)

If you would like the tribunal to order a party to do or stop doing something, include it below. Explain what you would like the tribunal to order, and why you would like the order. For example, an order that my neighbour stop spraying pesticide on my lawn because it is affecting my health. Or, you want another strata owner to stop using your parking spot.

Please note the CRT will not generally order parties to apologize, make donations, or stop serving on strata councils.

REQUESTS FOR A PARTY TO DO OR STOP DOING SOMETHING

Party name: The Owners, Strata Plan LMS930 CRT: Applicant to provide respondent current email address. Respondent to provide at least 48 hours email notice to the applicant of any routine fire alarm, fireplace or fire inspections, per s. 61(1)(b)(vii) of SPA.	What would like them to do or stop doing? Strata council should send email notifications of fire inspection and fireplace inspection to owners. Why? When owners are out of town, they also have chance to receive notifications and avoid missing the tests.
Party name: -----	What would like them to do or stop doing? ----- Why? -----
Party name: -----	What would like them to do or stop doing? ----- Why? -----





C. CRT FEES AND DISPUTE-RELATED EXPENSES

You can claim CRT filing fees and reasonable expenses you paid to prepare for the CRT dispute resolution process. Generally, the CRT will not order the reimbursement of fees paid to a lawyer or other representative. If you are claiming more than \$50, please submit your receipts to the tribunal by email, along with this form. For expense claims for \$50 or less, retain your receipts in case the CRT requests them later.

CRT Fees and Expenses Description	Expense Amount (\$)	CRT USE ONLY Order (\$)
a. Service fees (For example, courier or registered mail) <i>(receipts required, if total of a. service fees, b. cost of expert reports, and c. other expenses is more than \$50)</i>	\$11.29	\$11.29
b. Cost of expert reports to support CRT claim <i>(receipts required, if total of a. service fees, b. cost of expert reports, and c. other expenses is more than \$50)</i>	\$0.00	\$0.00
c. Other expenses <i>(receipts required if more than \$50)</i> expense description:	\$0.00	\$0.00
d. CRT Application and other CRT fees		\$150.00
Total fees and dispute-related expenses		\$161.29





D. INTEREST

Please enter the interest rate that applies to your claim. Note that interest applies only to monetary orders (debt and non-debt) and doesn't apply to non-monetary awards. The interest rate must be specified in your contract or strata bylaws and claimed in your Dispute notice. If it is not, please refer to the Court Order Interest Act to identify the applicable interest rate. Do not submit your contract. The CRT will calculate interest from the date of the Dispute Notice to the date of the Default Order. For more information on Court Order Interest please see:

http://www.courts.gov.bc.ca/supreme_court/about_the_supreme_court/Court_Order_Interest_Rates.aspx

NOTE: If you don't calculate your interest claim correctly, or tick the box below to waive your claim, the CRT will return your form. There will be a delay in getting your default decision and order from the CRT.

Interest Item	Applicant Submission	CRT USE ONLY Order (\$)
1. Principal amount owing as of date of the dispute notice:	\$0.00	interest waived
2. Contractual rate of interest (if any, specified as an annual rate) Leave this blank if you didn't claim a contractual rate of interest in the Dispute Notice. You will be entitled to interest under the Court Order Interest Act.	%	%
3. Interest on principal amount owing up to the date of the dispute notice calculated according to the contractual rate (above, if applicable) or the Court Order Interest Act	\$0.00	\$0.00
4. Interest from the Dispute Notice date to the Default Order date FOR CRT USE ONLY		\$0.00
Total interest order:		waived

☒ I am waiving my claim for interest

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The applicant is also entitled to post-judgment interest.

TOTAL MONETARY ORDER:

\$161.29





CRT Strata Default Decision and Order

INTRODUCTION

- 1) The applicant owner Yan Li (owner) asks the Civil Resolution Tribunal (the tribunal) to make a default order against the respondent The Owners, Strata Plan LMS930 (strata).
- 2) The owner's claim is for the reversal of two \$100 charges made to his and his son's strata lot accounts, for fines levied for missing a fire alarm test on April 8. He also asks for an order requiring the strata to give him email notice of future fire alarm, fireplace or fire inspections.

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 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. The tribunal also recognizes any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
- 4) Section 7 of the Act states that where no respondent files a response by the deadline in the tribunal's rules, the tribunal must adjudicate the dispute in accordance with its rules. Under tribunal rule 72, a respondent must respond to a Dispute Notice by the deadline shown on a Dispute Response Form. The deadline on the Dispute Response Form states the response is due within 14 days of receiving the Dispute Notice.

- 5) The rules provide that an applicant can ask for a default order if a respondent does not respond to a Dispute Notice which has been properly delivered.
- 6) Here, the Dispute Notice was issued January 9, 2018. No Dispute Response was filed. The strata provided the tribunal with documents showing that it properly delivered the Dispute Notice to the owner, in compliance with tribunal rule 52:
 - a) Dispute Notice dated January 9, 2018;
 - b) Canada Post “track results” tracking the item through to delivery on January 25, 2018 noting a signatory name of M. Hughes;
 - c) Proof of Notice form dated January 28, 2018, which states the applicant certifies the Dispute Notice was provided to the respondent strata on January 25, 2018.
- 7) I am satisfied, on the balance of probabilities, that the strata received the Dispute Notice and did not respond to it by the 14 day deadline set out in the tribunal rules. For this reason, the owner is entitled to apply for a default decision which means the tribunal will make a binding decision without the respondent’s participation.
- 8) Liability is assumed in an application for default judgment. The tribunal will send the respondent a copy of the final decision and order.
- 9) 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.
- 10) The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I

heard this dispute through written submissions because I find there are no significant credibility issues or other reasons requiring an oral hearing.

11) Under section 48.1 of the Act, in resolving this dispute the tribunal may make one or more of the following orders:

- a) Order a party to do something
- b) Order a party to refrain from doing something
- c) Order a party to pay money

ISSUES

12) The issue in this application for default judgment is whether the strata should reverse charges in the total amount of \$200, for two \$100 fines levied against each of unit 307, 8220 Jones Road and unit 213, 8200 Jones Road for a missed fire inspection.

EVIDENCE

13) I have below only reviewed the evidence relevant to assessing the damages to be paid by the strata in this default judgment application.

14) The applicant missed an April fire alarm test due to the need to attend a memorial service for a family member overseas. They did not receive notice of the test until they returned, after the test date. The applicant says, and I accept, that the respective owners rescheduled the missed inspection and paid the retest fee of \$50 each.

15) In May, the applicant was informed by the property manager that a \$100 fine would be charged to his and his son's strata accounts for missing the fire alarm test. The applicant provided a ledger showing that a bylaw fine was levied against

each of unit 307 and unit 213, at \$100 dollars each, on May 8, 2017, described as for a “missed fire inspection”.

- 16) Given that this is a default situation, it is assumed that the strata levied the contested \$100 fines wrongly. The evidence establishes that these fines were charged to strata lot accounts of the applicant and his son. These charges are ordered reversed.
- 17) The applicant also asks for an order requiring the respondent to notify all owners of upcoming fire or fire alarm inspections by email. I decline to make the order with respect to all owners. However, I order that, if the applicant provides a current email address, the respondent provide a minimum of 48 hours email notice to the applicant of any future routine fire alarm, fire alarm or fire inspections.
- 18) The applicant was the successful party and is therefore entitled to the \$150 tribunal fee and service expenses of \$11.29.

DECISION AND ORDERS

- 19) This is an application for default judgment, in which liability is assumed.
- 20) I order that, within 30 days of this decision,
 - (a) the respondent strata reverse the \$100 dollar charge on the strata lot accounts for each of unit 307, 8220 Jones Road and unit 213, 8200 Jones Road;
 - (b) the respondent pay \$161.29 to the applicant, for tribunal fees and service expenses; and
 - (c) if the applicant provides the respondent a current email address, the respondent provide a minimum of 48 hours email notice to the applicant of any future routine fire alarm or fire inspections.

21) Orders for financial compensation or the return of personal property can 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 \$25,000). 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.

22) Under section 57 of the Act, a party can also 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.

Tribunal Member:

Julie K. Gibson

Tribunal Member Signature:
