Civil Resolution Tribunal

Date Issued: February 25, 2019

File: ST-2018-002184 and
ST-2018-004280

Type: Strata

Civil Resolution Tribunal

Indexed as: *Ducharme v. The Owners, Strata Plan BCS 753*, 2019 BCCRT 219

B E T W E E N :

Catherine Ducharme

APPLICANT

A N D :

The Owners, Strata Plan BCS 753

RESPONDENT

REASONS FOR DECISION

Tribunal Member: J. Garth Cambrey, Vice Chair

INTRODUCTION

1. The applicant, Catherine Ducharme (owner), co-owns a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS 753 (strata).

2. This decision is about allegations that the strata's annual general meeting (AGM) did not comply with the *Strata Property Act* (SPA), bylaw fines, and chargebacks to the owner's strata lot in respect of 2 separate requests for dispute resolution made by the owner.

3. In a prior dispute, the owner and co-owner of the owner's strata lot brought several claims against the strata, including claims relating to repairs and alterations to common property, unapproved expenses and meeting conduct. My decision for that dispute was issued June 15, 2018 and is indexed as *Ducharme et v. The Owners, Strata Plan BCS 753,* 2018 BCCRT 262. I will refer to it as the prior dispute in this decision.

4. In the first dispute (ST-2018-002184), the owner says the strata's February 28, 2018 AGM notice package did not comply with the SPA and seeks several orders which I describe below. In the second dispute (ST-2018-004280), the owner says they were wrongfully fined $50 for posting notices about the February 28, 2018 AGM on the strata's mailbox and wrongfully charged $178.35 for costs associated with removal of the signs. They seek orders that the fine and chargeback be reversed and that the $235.46 they paid into trust with the strata be released to them.

5. The strata says it has complied with the SPA and that the February 28, 2018 AGM notice package, bylaw fine and invoice chargeback are valid. The strata says some of the owner's claims have already been decided and it asks the tribunal to dismiss the owner's claims. The strata also says it is entitled to be reimbursed legal fees and disbursements.

6. The owner is self-represented. The strata is represented by a lawyer, Lisa Mackie.

7. For the reasons that follow, I order the strata to release $235.46 to the owner and reverse the $50 fine and $178.35 invoice charge form the owner's strata lot account. I dismiss all remaining owner 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 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.

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 issues of credibility 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 123 of the Act and the tribunal rules, in resolving this dispute the tribunal may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the tribunal considers appropriate.

ISSUES

12. The issues in this dispute are:

    a. Did the strata contravene the SPA or its bylaws when it provided notice for its February 28, 2018 AGM?

    b. If so, what is an appropriate remedy?

    c. Was the strata entitled to fine the owner $50 for bylaw contravention and charge the owner with $178.35 to remedy the bylaw contravention?

d. Are either of the parties entitled to reimbursement of tribunal fees and dispute-related expenses?

POSITION OF THE PARTIES

13. The owner says the strata did not comply with SPA or its bylaws when it issued notice of its February 28, 2018 AGM. They say:

    a. The financial statements did not comply with the SPA and *Strata Property Regulation* (regulations),

    b. The budget did not comply with bylaw 33(2) and (3), and

    c. The 2017 depreciation report was non-compliant and cannot be relied upon by the strata as a planning tool.

14. The also says the strata wrongfully fined them $50 for an alleged bylaw violation for posting notices and wrongfully charged them costs of $178.35 related to removing the notices. They say the strata did not follow the requirements of the SPA and did not provide particulars of any written complaints received.

15. The owner asks the tribunal to order:

    a. A new AGM be held to “overturn” the February 28, 2018 AGM,

    b. The strata obtain a new depreciation report at a cost not to exceed $5,000,

    c. A special levy of $40,000 to cover unapproved replacement of planters between units 11 – 12 and 5 – 6,

    d. The strata to obtain 3 quotations to obtain a maintenance plan and select 1 of the quotations within 60 days to a maximum cost of $10,000,

    e. The strata to implement the maintenance plan within 30 days of its completion at a cost not to exceed $200,000 paid from the strata’s contingency reserve plan (CRF), and

    f. the $50 bylaw fine and $178.35 charge against their strata lot reversed.

16. The strata denies it acted contrary to the SPA and it bylaws. It also says that some of the owner's claims are *res judicata* since they have already been decided by the tribunal in the prior dispute. The strata says the tribunal's decision for previously resolved claims involving repair and maintenance, including the maintenance plan, should be followed, and asks the tribunal to dismiss the owner's remaining claims.

BACKGROUND, EVIDENCE AND ANALYSIS

17. I have read all the submissions and evidence provided but refer only to information I find relevant to provide context for my decision.

18. In a civil proceeding such as this, the applicant owner must prove their claims on a balance of probabilities.

19. The strata was built in 4 phases between 2004 and 2005 and is located in Langley, BC.

20. The relevant strata bylaws are those filed at the Land Title Office on July 29, 2011, which repealed and replaced all previous strata bylaws and amendments. Subsequent amendments are not relevant to this dispute and I infer the Standard Bylaws under the SPA do not apply.

Did the strata contravene the SPA or its bylaws when it provided notice for its February 28, 2018 AGM?

21. On about February 14, 2018, the strata distributed its February 28, 2018 AGM notice package to its ownership.

22. On February 16, 2018, the owner wrote the strata saying, among other things, that:

    a. The information provided in the notice package did not include full disclosure of 2017 expenses,

    b. The strata was required to report on finances up to December 31, 2017 based on the SPA, which the email implies the strata did not do,

c. The budget was prepared with only 10 months of data, which they say was contrary to the SPA and regulations, and

d. The budget did not include detailed note explaining budget line items.

23. In their submissions, the owner says:

a. The financial statements did not comply with the SPA and *Strata Property Regulation* (regulations),

b. The budget did not comply with bylaw 33(2) and (3), and

c. The 2017 depreciation report was non-compliant and cannot be relied upon by the strata as a planning tool.

The Financial Statements

24. I agree with the owner that the strata did not include the financial statement information required under the SPA or the regulations for the same reason I stated in my prior decision, which is that it did not comply with section 45(4) of the SPA or regulation 6.9. Specifically, the information missing from the December 31, 2017 financial statements distributed with the notice package was all the income and expense information including details of the strata's income from all sources and expenses out of the operating and contingency reserve funds.

25. I find this is a technical breach of the SPA and regulations. I also agree with the strata that, given my prior decision ordering the strata to comply with section 45(4) of the SPA and regulation 6.9 was not issued until June 2018, the strata could not have complied with my order until its next AGM, scheduled for early 2019.

The Proposed Budget

26. There is nothing in the SPA or regulations that sets out procedures that a strata corporation must follow when preparing a budget as suggested by the owner. Section 103 of the SPA requires the strata to prepare a budget for approval at each AGM, that the budget must be distributed with the AGM notice accompanied by a

financial statement, and that the budget and financial statement must contain the information required by the regulations and may be in the form set out in the regulations. Regulation 6.6 sets out only the information a budget must contain, which I find the 2018 proposed budget did, and does not address any process the strata must follow to determine its budget.

27. As for the alleged bylaw breaches, bylaw 33(2) requires the strata to prepare a budget prior to December 1 that sets out the strata's best estimate of the common expenses for the next fiscal year, which I understand starts January 1, that includes a reasonable provision for contingencies and replacements.

28. The strata does not address the alleged bylaw breaches in its submissions. However, I find the budget provided with the February 28, 2018 AGM notice package indicates the strata completed the budget based on 10 months actual data (up to October 31, 2017) which I find to be consistent with bylaw 33(2).

29. The owner also submits that proposed budget did not include a reasonable provision for contingencies and replacements and provides several arguments about how the financial information contained in the February 28, 2018 AGM notice package was inconsistent with prior decisions of the strata. To support their position, the owner provided evidence, which included an appraisal of the owner's strata lot, quotations, and reports of contractors and an arborist.

30. While the submissions and evidence provided by the owner might lead to some inconsistencies in financial reporting, I do not agree they support a finding that the proposed budget did not contain a reasonable provision for contingencies and replacements. In my view, a budget is a best estimate of projected income and expenses for the upcoming fiscal year based on all information available at the time the budget is prepared. Based on the evidence before me, I do not find the strata's proposed 2018 budget was contrary to bylaw 33(2).

31. Although not argued by the owner, there is no requirement under the SPA or the strata's bylaws that a budget contain explanatory notes.

32. Bylaw 33(3) requires the strata to mail a copy of the proposed budget and strata fee schedule for the upcoming fiscal year to all owners by the 15th day of December. The owner says the strata did not mail a copy of the 2018 budget until February 2018, when it mailed the February 28, 2018 AGM notice that included the budget. I accept the owner's submission given the strata did not object to it. However, I also find that the strata's failure to mail its budget in accordance with its bylaw 33(3) is a minor bylaw breach and one that does not warrant concern. (See *Abdoh v. The Owners of Strata Plan KAS 2003*, 2014 BCCA 270 at paragraph 24.)

The 2017 Depreciation Report

33. The final consideration of the owner's argument that the February 28, 2018 AGM notice somehow contravened the SPA or the strata bylaws is that the 2017 depreciation report was non-compliant with SPA requirements and cannot be relied upon by the strata as a planning tool. I disagree with all the owner's allegations.

34. Briefly stated, a depreciation report estimates the repair and replacement costs for major items in a strata corporation and the expected life of those items. There is no requirement under the SPA or the bylaws that the strata must follow the depreciation report. It is simply a tool to assist the strata in identifying and budgeting for replacement of major items it is responsible to repair and maintain.

35. Although the initial 2017 depreciation report did not contain the required information set out in section 94 of the SPA, it was updated to comply with the SPA as noted by the strata. The updated depreciation report was provided in evidence and shows it was completed by 2 individuals holding engineering designations, which I find to be qualified persons within the meaning of section 94(1) of the SPA and regulation 6.2(6). The updated report also addresses the owner's concerns that the original report lacked information about the authors' qualifications, errors and omissions insurance coverage, and relationships they have with the strata. I find the updated 2017 depreciation report is compliant with the SPA and regulations.

36. It appears the owner takes issue with some of the content of the 2017 depreciation report and the reported condition of certain common assets of the strata. Just because the owner obtained several quotations that reached a different conclusion on certain building and landscaping components than the conclusions reached in the depreciation report, does not mean the report is unreliable.

37. I dismiss the owner's submission that the 2017 depreciation report does not comply with the SPA and is unreliable.

What is an appropriate remedy?

38. I have found that the strata breached the SPA and its bylaw 33(3) when it provided notice for its February 28, 2018 AGM. What then is an appropriate remedy?

39. Part of the owner's remedies to their allegation that the strata acted contrary to the SPA and it bylaws is that a "new" AGM be held to "overturn" the February 28, 2018 AGM. I do not agree that strata's SPA and bylaw breaches warrant a finding that the business conducted at the February 28, 2018 AGM be declared invalid. My reasons follow.

40. That the financial statements distributed with the February 28, 2018 AGM notice package did not meet the content requires of the regulations is not a reason to invalidate the AGM. It is at most a technical breach of the SPA and regulations. I have also found that, based on the date of my previous decision, the strata was not under my order to comply with section 45(4) of the SPA or regulation 6.9 when it issued the February 28, 2018 AGM notice package. Indeed, it was impossible for the strata to follow an order that had not been issued. I accept that the strata will comply with the order for all future AGMs.

41. Contrary to the owner's allegations, I have found the 2018 proposed budget to be compliant with the SPA so that is not a reason to invalidate the meeting proceedings.

42. I have also found that the strata's failure to mail its budget in accordance with its bylaw 33(3) is a minor bylaw breach that does not warrant concern. I note that if the strata continues to hold its AGM after its fiscal year end, it may wish to consider amending its bylaw 33(3) to better align with the requirements of the SPA.

43. The Supreme Court of BC has found that the democratic right of a strata community should not be overridden by the court except where absolutely necessary, which I find applies to the circumstances before me. (See *Lum v. Strata Plan VR59 (Owners of)*, 2001 BCSC 493 and *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333.)

44. For these reasons, I decline to order a new AGM be held.

45. I find the owner's remaining requested remedies relating to the February 28, 2018 AGM notice package do not flow from the owner's allegation that the notice package was contrary to the SPA and bylaws. Specifically, the owner's requested remedies involve the strata obtaining a new deprecation report, proposing a special levy to address replacement of planters, and implementation of a maintenance plan.

46. I have already found the 2017 depreciation report is consistent with the requirements of the act and I find there is no valid reason for me to order the strata obtain a new report.

47. Aside from the owner's assertion that a special levy and maintenance plan is required, there is no evidence that these items were discussed at the February 28, 2018 AGM and I find they did not form part of the discussion at the meeting. Further, the SPA and bylaws do not require the strata to prepare a maintenance plan.

48. Given my findings above, I decline to make the owner's remaining requested orders resulting from the February 28, 2018 AGM notice allegations and dismiss this aspect of the owner's claim.

49. Also given my findings above, I find I do not need to address the strata's submissions on *res judicata*.

Was the strata entitled to fine the owner $50 for bylaw contravention and charge the owner with $178.35 to remedy the bylaw contravention?

50. The owner admits to posting notices at the strata's mailbox location prior to the February 28, 2018 AGM. I find the content of the notices is not important.

51. The strata received a complaint and, on February 26, 2018, asked the owner to remove the notices when it issued the owner a letter stating posting of notices was contrary to the strata bylaws. The letter cited bylaw 5(3) which says, in part:

> No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata lot without prior written consent of the Strata Council.

52. The notices were removed by others, and the owner admits replacing them on February 27, 2018. The strata issued a second letter to the owner by email on the afternoon of February 28, 2018 requesting the owner attend the council's next meeting to "show cause as to why [they] should not be fined for [their] continued breach of" bylaw 5(3). The letter again cited bylaw 5(3). The letter gave no date or time for the council meeting.

53. The owner says the notices were removed immediately following the February 28, 2018 AGM. In an email dated March 1, 2018, among other things, the owner confirmed with the strata's property manager that the notices had been removed without any visible damage being caused. The email also notes the area is commonly used by other owners to post notices and that a portion of another notice was evident, when the owner's notices were removed. The strata did not object to the owner's statements either at the time they were made or in its submissions.

54. In a March 2, 2018 email reply to the owner, the property manager addressed the owner's other concerns raised in their March 1, 2018 email and concluded by stating they looked forward to the owner's attendance at the next council meeting. Again, the email gave no date or time for the council meeting.

55. The parties exchanged further email correspondence wherein the owner requested a copy of the complaint received about the notice posting and suggested the fine was invalid.

56. On March 28, 2018, the property manager wrote 2 letters to the owner. The first thanked the owner for taking ownership of the posting unauthorized notices but did not request the owner's attendance a council meeting. The second letter confirmed the owner was "still required to attend the council meeting scheduled for April 17, 2018 at 7 pm … to show cause as to why further action should not be taken against [them]" for breach of the strata's bylaws about posting unauthorized notices. The letter also stated that "a number of written complaints" had been received but that copies could not be provided for privacy reasons until the authors had given permission to disclose the complaints, which the property manager had requested. The letter also confirmed that a fine had not yet been assessed and that the property manage would be recommending the council consider charging the owner with the costs of removing the adhesive that attached the notices to the mailbox area.

57. The owner did not attend the April 17, 2018 council meeting. The minutes confirm a $50 fine plus "the costs to remove the adhesive" were assessed against the owner's strata lot.

58. On June 13, 2018, the property manager wrote to the owner advising of the strata's April 17, 2018 decision to fine the owner $50.00 and charge the owner $178.35 to clean the adhesive from the mailbox area. A copy of the cleaning invoice was attached to the letter. On the same day, the owner disputed the fine and requested the particulars of the complaint, which they say they had not received. Later the same day the owner advised the fine and chargeback amounts would be paid into trust pending the resolution of this tribunal dispute, which the owner filed the next day on June 14, 2018.

59. On June 18, 2018, the owner served the strata with a copy of the Dispute Notice for the second dispute (ST-2018-004280).

60. Also on June 18, 2018, the owner paid $235.46 to the strata under section 114(b)(ii) of the SPA as a disputed amount. No explanation was provided as to why the amount paid into trust was $7.11 more that the total of the $50 fine and $178.35 chargeback. However, on June 28, 2018, the property manager confirmed it had accepted the payment into trust "until the matter is resolved."

61. On June 19, 2018, the property manager provided the owner with a redacted copy of an email complaint dated February 26, 2018.

62. Despite the owner's submissions, the strata does not have to receive a written complaint to act on bylaw violation. A complaint can be verbal.

63. It is well-established law that a strata corporation cannot impose a fine or require an owner to pay the costs of remedying a contravention unless it has received a complaint, and given the owner written particulars of the complaint, and a reasonable opportunity to answer the complaint, including a hearing. (See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449 and *The Owners, Strata Plan NW 3075 v. Stevens*, 2018 BCPC 2.)

64. As for the bylaw fine, I find the strata complied with section 135(1) before imposing a $50 fine. Specifically, the strata received a complaint that notices were posted at the common property mailboxes, conveyed in writing to the owner the particulars of the complaint that this practice was contrary to bylaw 5(3), and gave the owner approximately 3 weeks to answer the complaint by attending the April 17, 2018 council meeting.

65. However, section 135(2) requires the strata to give written notice of their decision "as soon as feasible". Here the strata decided to fine the owner on April 17, 2017 but did not give the owner written notice of the fine until June 13, 2017, approximately 2 months later. The strata gave no reason for the delay and I find that a 2-month period is unreasonable.

66. As for the chargeback of the invoice to clean adhesive off the mailbox area, I find the cleaning costs may not have related to the owner's notices. The owner notified

the strata their notices were removed on February 28, 2017 and that there was no evidence of any damage caused to the mailbox area because of the notices. The owner claimed other notices had been posted in the same area at other times. The strata did not object to these statements and I find it is more likely than not that the removed adhesive may have been left from notices other than those posted by the owner.

67. Further, based on the evidence, the owner was not advised of the cost of removing the adhesive until June 13, 2017 when they received the strata's decision, about 2 months after the decision was made. I find the chargeback of the cleaning invoice did not comply with section 135(1) as the owner was no provided with the particulars with respect to the cost of remedying the bylaw contravention.

68. For these reasons, I find the strata was not entitled to fine the owner $50.00 or charge the cost of cleaning the mailbox area back to the owner's strata lot. Accordingly, I order the strata to release to the owner the $235.46 they paid into trust and remove the $50.00 fine and $178.35 cleaning invoice charge from the owner's strata lot account.

TRIBUNAL FEES AND EXPENSES

69. 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.

70. The strata did not pay tribunal fees.

71. The owner claims $350 in tribunal fees which I find is made up of $125 for each of the 2 dispute applications and $100 for advancing both disputes to adjudication. The owner also claims $2,356.08 for dispute-related expenses. They say $2,323.65 relates to their claim about the February 28, 2018 AGM (the first claim). The claimed $2,323.65 is for expert reports from a building inspector, an arborist, and a real estate appraiser. $31.50 relates to their claim about the bylaw fine and cleaning invoice charge (the second claim). Based on the evidence, I find that only $21.00

relates to the second claim, $10.50 for a registered mail expense to serve the strata the dispute notice and $10.50 for a registered mail expense to pay the disputed amount into trust, as one $10.50 expense was duplicated. I therefore calculate the owner's total expense claim to be $2,344.65.

72. Given the owner was unsuccessful in their first claim, I decline to order the strata to reimburse the owner for tribunal fees and dispute-related expenses for that aspect of this dispute. Given, I did not find the claimed expert reports helpful or relevant, it is unlikely that I would have ordered reimbursement in any event.

73. The strata submits that the owner is not entitled to their fees and expenses relating to the second claim as they did not request a hearing under section 34.1 of the SPA, as required under section 189.1 of the SPA, before requesting resolution of this aspect of the owner's claim. The strata says the tribunal did not order that a hearing was not required before the claim was made. Finally, the strata says the hearing requirement ensures that the tribunal is not used as a first resort to resolve disputes relying on *The Owners, Strata Plan BCS 1721 v. Watson*, 2018 BCSC 164.

74. In *Watson*, the court was considering leave to appeal a tribunal decision and reviewed the requirements of sections 34.1 and 189.1 of the SPA. The court found that, even though the tribunal made no ruling dispensing with the hearing requirement and given there was no allegation made by the strata corporation that a hearing was not requested, in the circumstances, absent such an allegation, the court found there was nothing preventing the claim to proceed. (See *Watson* at paragraph 77).

75. Here, the owner's second claim proceeded through adjudication. The owner does not dispute they did not follow the requirements of section 189.1 of the SPA by first requesting a hearing or requesting the tribunal dispense with a hearing. Absent an objection from the owner, I infer the section 189.1 requirements were not met.

76. I agree with the strata that the purpose of section 189.1 of the SPA is to attempt to the have the parties resolve their dispute at a hearing before the strata council before making a formal application to the tribunal. Despite the parties opposing

positions, and their history of being unable to resolve their disputes, I decline to speculate on what the outcome of a council hearing would have been. It was available to the owner to make application to the tribunal to waive the requirements of section 189.1 of the SPA and they did not do so. In the result, I find there must be some consequence to the owner for not following section 189.1 and, based on the circumstances before me, I find strata's request is reasonable. I therefore decline to order reimbursement of the owner's tribunal fees and dispute related expenses relating the bylaw fine and cleaning invoice claim, even though they were successful in their claim.

77. Finally, I must also consider the strata's submission that it is entitled to reimbursement of legal expenses as disbursements for reasons that the owner's claims are frivolous, resolved and/or unsupported by their evidence and submissions.

78. I accept the strata's lawyer's December 5, 2018 letter that sets out legal fees and disbursements for both the first claim and the second claim. It relies on *Lam v. The Owners, Strata Plan EPS 2328*, 2018 BCCRT 73 as the basis for the tribunal to accept a letter from the it lawyer as evidence to substantial its request. As I did in *Lam*, I accept the strata's lawyer's December 5, 2018 letter that separately sets out legal fees and disbursements for the first and second claims without the need for invoices, given the lawyer states the invoices contain privileged information.

79. Given the strata was unsuccessful in the second claim, I decline to order reimbursement of legal fees and disbursements relating to the second claim. Legal fees and disbursements relating to the first claims are $11,150.50 and $171.41 respectively.

80. As the strata correctly points out, tribunal rule 132 permits me to order reimbursement of legal fees, but only in exceptional circumstances given the tribunal's general rule that parties are self-represented.

81. I do not find the owner's first claim was frivolous for the sole reason that it included slightly different claims, and different evidence and requested remedies than the

prior dispute. I also note that not all issues raised by the owner were previously resolved. Finally, I did not find the owner provided insufficient evidence to establish their claim, rather I found the evidence provided largely related to the owner's requested remedies, which did not flow from their claim. For these reasons, I do not find that exceptional circumstances exist in first claim to justify reimbursement of legal fees.

82. The strata must comply with the provisions in section 189.4 of the SPA, such as not charging dispute-related expenses against the owner.

DECISION AND ORDERS

83. I order that:

    a. The owner's first claim brought under tribunal file ST-2018-002184 is dismissed.

    b. Within 15 days of the date of this order, the strata must release to the owner the $235.46 they paid into trust and remove the $50 bylaw fine and $178.35 invoice charge from the owner's strata lot account.

    c. The owner is entitled to post-judgement interest on the $235.46 under the *Court Order Interest Act*, as applicable.

    d. The owner's remaining claims are dismissed.

84. 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.

85. 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.

J. Garth Cambrey, Vice Chair