



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan XX 1234 v. D.N. et al*, 2019 BCCRT 284

B E T W E E N :

The Owners, Strata Plan XX 1234

APPLICANT

A N D :

D.N. and P.J.

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. The respondents, D.N. and P.J., are the owners of strata lot 81 in the applicant strata corporation, The Owners, Strata Plan XX 1234 (strata). The strata has a bylaw restricting the height of dogs. The respondents' dog (dog) is too large, but the respondents say that the dog is a service animal for D.N. and that D.N. requires the

dog because of a disability. The applicants seek an order that the dog be removed and an order for the payment of bylaw fines.

2. The strata is represented a member of strata council. The respondents are represented by a friend who is not a lawyer.
3. In the published version of this decision, I have anonymized the parties' names to protect the identity of D.N., owing to her submissions about her mental health.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.
7. 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

8. The issues in this dispute are:
 - a. Is the height bylaw unenforceable because it is vague?
 - b. Is the strata required to permit the dog to remain despite the height bylaw?
 - c. Did the strata comply with section 135 of the SPA in imposing fines due to the dog's size? Are the fines appropriate?
 - d. Did the strata comply with section 135 of the SPA in imposing fines for the dog being off leash?

BACKGROUND AND EVIDENCE

9. In a civil claim such as this, the strata must prove its case on a balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision. In addition, I have read all of the cases that the parties referred to, even if I do not specifically mention all of them in this decision.
10. The strata consists of 100 strata lots in 15 buildings. The respondents own a strata lot in a building comprised of 2 strata lots, essentially a duplex within a larger development.
11. The strata filed a complete set of consolidated bylaws in the Land Title Office on September 12, 2016, which replaced all previous bylaws. The strata filed bylaw amendments on March 10, 2017 and February 22, 2018, but they are not relevant to this dispute.
12. Bylaw 7 governs the keeping of pets in the strata. The relevant bylaws to this dispute are bylaw 7(2), which restricts the height of dogs to 14 inches from the shoulder at maturity (height bylaw), and bylaw 7(3), which requires pets to be leashed at all times (leash bylaw). The strata says that the strata passed the height bylaw over 20 years ago.

13. The respondents acquired the dog in December 2017. The respondents say that she was a puppy at the time and that it was unclear how large she would get because she was a mixed breed. Unfortunately, the dog ended up 22 inches tall at the shoulder.
14. On March 2, 2018, the strata sent the respondents a letter notifying them that it was aware that they had a dog that contravened the height bylaw. The strata informed the respondents that they could request a hearing on the matter, which the respondents did.
15. On March 26, 2018, D.N.'s general practitioner signed a medical form confirming D.N.'s requirement for a service dog. The medical form allowed D.N. to apply to the Ministry of Public Safety and Solicitor General (Ministry) to be considered a "person with a disability" within the meaning of the *Guide Dog and Service Dog Act* (GDSDA). The respondents provided the medical form to the strata the next day.
16. On April 5, 2018, the strata's property manager wrote to the respondents. The property manager said that the medical form did not establish that D.N. required a dog that surpassed the height restriction in the height bylaw. The property manager also noted that the dog was not a service dog under the GDSDA, and therefore was not eligible for an automatic exemption from the height bylaw. The property manager said that it would begin imposing fines commencing April 23, 2018.
17. On April 26, 2018, the strata held a hearing for the respondents. The respondents requested an exemption on compassionate grounds due to D.N.'s disability. The respondents stated that they were not aware of the height bylaw when they got the dog.
18. On April 29, 2018, the property manager wrote to the respondents to summarize the outcome of the hearing. The strata did not grant an exemption for the dog but requested that the respondents provide evidence from a licensed mental health professional. The strata said that keeping the dog was a contravention of the height bylaw and that the respondents were "subject to fines" but did not impose any fines

or say that they would do so. The property manager said that the respondents may have a further hearing about the matter.

19. On May 8, 2018, the respondents sent a letter to the property manager alleging that the strata had not complied with section 135 of the SPA. They demanded to know the identity of the person who had complained about the size of the dog. The strata has not provided the personal information of any of the complainants.
20. On June 1, 2018, the property manager wrote to the respondents alleging breaches of several pet bylaws, including having the dog off-leash contrary to the leash bylaw. The strata did not impose and fines for any of these alleged breaches.
21. On June 18, 2018, the strata's lawyer wrote a letter to the respondents. The lawyer stated that the strata had received 3 complaints about the dog's size, which were included in the letter with the identities of the complainants removed. The lawyer advised that the strata intended to impose a fine of \$200 on July 1, 2018, and further fines of \$200 every 7 days while the dog continued to live with the respondents. The strata's lawyer did not tell the respondents that they had a right to be heard prior to the imposition of fines.
22. D.N. provided the strata with a comprehensive medical report from Dr. D.A., a psychologist (psychologist), dated June 22, 2018. In that assessment, the psychologist diagnosed D.N. with severe agoraphobia and other associated psychiatric disorders. The psychologist stated, and I accept, that the dog is a beneficial tool that encourages D.N. to function better in the outside world. In particular, the psychologist noted that the dog's needs to go outside to exercise and go to the toilet help D.N. overcome her agoraphobia and anxiety because it forces her to leave the house several times per day.
23. The strata wrote to the respondents on July 16, 2018. The strata took the position that the psychologist did not recommend a service animal and did not say that D.N. required a large dog. The strata informed the respondents that it had imposed fines of \$200 every 7 days commencing July 1, 2018.

24. The strata also said that the dog “had been observed” off leash 3 more times since the June 1, 2018 letter. The strata said that it imposed a fine of \$50 for each alleged contravention of the leash bylaw.
25. On August 3, 2018, the Certification Unit for service dogs in the Ministry accepted D.N.’s application for a service dog. The letter stated that D.N. needed to contact the Justice Institute of British Columbia, which certifies specific dogs as service dogs, to have the dog certified. If the dog passed the assessment, called the BC Guide Dog and Service Dog Assessment (Assessment), the Ministry would proceed with her application for a service dog certificate for the dog.
26. D.N. began training the dog to be a certified service animal. D.N. provided a copy of a card that she could give out to prove that the dog was in training. The card expired in February 2019.
27. I requested that the respondents provide updated submissions about whether the dog had been certified. As of February 25, 2019, the dog has not been certified and there appear to be no immediate plans for her to take the Assessment. The respondents say that they are hesitant to attempt the test until the dog is at least 18 months old, based on their understanding of how long it takes to properly train service dogs.

POSITION OF THE PARTIES

28. The strata argues that the respondents have not proven that D.N. requires the dog as a medical necessity.
29. The strata requests that I order the respondents to pay fines totalling \$3,150 for breaching the height bylaw. The strata requests that I order the respondents to pay any amount accruing after October 26, 2018, until the dog is removed from the strata. The strata requests that I order the dog be removed from the strata.

30. The respondents argue that D.N. requires the dog to manage a severe psychiatric condition. The respondents request that I cancel the fines and allow the dog to remain in their strata lot.

ANALYSIS

Is the height bylaw unenforceable because it is vague?

31. The respondents argue that the height bylaw is vague because it can be unclear where to measure an animal. The respondents point to a potential problem if an animal is close to the 14 inch height limit. The respondents also say that the height bylaw inappropriately and unhelpfully focuses on an animal's size rather than its behaviour.
32. The respondents rely on *Esfahani v. The Owners, Strata Plan BCS 2797*, 2018 BCCRT 176. In that dispute, the tribunal considered a bylaw only allowed small dogs, which it defined as a dog that "can comfortably be picked up and carried". The tribunal determined that how much a person can comfortably lift varies considerably. The tribunal relied on *Kelowna Mountain Development Service Ltd. v. Central Okanagan (Regional District)*, 2014 BCCA 369, for the applicable definition of vagueness. A bylaw will be considered vague if "a reasonably intelligent person would be unable to determine the meaning of the bylaw and govern his or her actions accordingly".
33. I find that the height bylaw is not vague. It provides an objective standard of measurement and specifies that height is to be measured to the shoulder. Any size bylaw will naturally run into difficulties when an animal is very close to an objective threshold. In the context of the height bylaw, it may be contentious where the "shoulder" is for the purpose of measuring height if an animal is approximately 14 inches high. A weight bylaw could pose the same problem because weight can fluctuate over time. However, I find that a reasonably intelligent person will know with clarity what the meaning of the height bylaw is, even if it is difficult to enforce in marginal cases.
34. As for the strata's decision to regulate the size of animals instead of their behaviour, this was a democratic decision of the owners and I decline to interfere with it simply because the respondents believe it is misguided.

Is the strata required to permit the dog to remain despite the height bylaw?

35. There are 2 circumstances in which the strata must allow the dog to remain in the respondents' strata lot because of D.N.'s disability.
36. First, section 123(1.01) of the SPA says that a bylaw that restricts pets in a strata lot or common property does not apply to a service dog, as defined by the GDSDA. As discussed above, the dog is not, at this point in time, a service dog. The respondents submit that D.N. and the dog are a dog-in-training team. However, section 123(1.01) of the SPA does not apply to dog-in-training teams. In addition, D.N. and the dog are not a dog-in-training team under the GDSDA because D.N. is not certified as a dog trainer, which is a requirement. Therefore, the respondents are not entitled to an automatic exemption from the height bylaw pursuant to section 123(1.01) of the SPA.
37. Second, as set out in *N.K. v. The Owners, Strata Plan LMS YYYY*, 2018 BCCRT 108, the lack of certification as a service dog does not end the matter. The parties' arguments raise the issue of discrimination and reasonable accommodation under the *Human Rights Code* (Code). Section 3.8(2) of the Act, as it was in force at the time the strata filed the Dispute Notice, gives the tribunal discretion to apply the Code in a dispute.¹
38. According to the Code, the strata must not, without a "bona fide and reasonable justification", discriminate against a person requiring accommodation due to a disability. I find that the evidence establishes that D.N.'s severe agoraphobia and associated psychiatric conditions are a disability that requires accommodation. Section 121 of the SPA says that a bylaw is not enforceable to the extent that it contravenes the Code.

¹ In the current version of the Act, section 114 gives the tribunal discretion to apply the Code by incorporating by reference section 46.2 of the *Administrative Tribunals Act*.

39. The respondents must establish 2 things to succeed. First, that living with the dog is a necessary accommodation for D.N.'s disability. Second, that the strata is not reasonably justified in refusing that accommodation.
40. In *N.K.*, the tribunal considered a dog that exceeded a pet size bylaw. The tribunal found that the tenant had not established that a large dog was necessary to accommodate his disability. *N.K.* is not binding on me, but I agree with its reasoning. I do not accept that the dog's size was a surprise to the respondents, as she is more than 50% taller than the height restriction. I also find that the strata is reasonably justified in refusing to accommodate D.N. by allowing a dog that is significantly larger than the height bylaw permits. The height bylaw is an expression of the community's desire that there only be small dogs living in the strata. I agree with the strata that the services that the dog provides to D.N. to manage her disability, as described by the psychologist, could be equally performed by a small dog.
41. Therefore, I find that the respondents are not permitted to keep the dog unless she is certified as a service dog under the GDSDA.
42. That said, there is a crucial difference between *N.K.* and this dispute. Unlike in *N.K.*, the Ministry has determined that D.N. meets the requirements for a service dog. This means that D.N. has satisfied the Ministry that she has a disability that requires the assistance of a service dog for daily living. This is contrary to the strata's submission that there is no medical evidence that D.N. requires a service dog.
43. I acknowledge that the particular bond between a service dog and the person with a mental health condition is important, which is reflected in the psychologist's report. The evidence shows that all that is left for the dog to do to become certified is pass the Assessment. Given the above, I find that in order to reasonably accommodate D.N.'s disability, the strata must give the respondents a reasonable opportunity to complete the dog's certification. I note that the respondents have invited me to put a reasonable deadline on the dog's certification and expressed confidence that the dog is "very close" to being ready to take the necessary assessment.

44. I order that the respondents have 120 days from the date of this order to provide the strata with evidence that the dog has passed the Assessment and that the respondents have submitted the Assessment Certificate to the Certification Unit for the GDSDA at the Ministry.
45. I have decided that 120 days is a reasonable period of time because the respondents' evidence is that a dog typically needs to be 18 months old to be properly trained as a service dog. Given that the respondents acquired the dog in December 2017, she will be approximately 20 months old by the time the deadline passes.
46. I have also decided not to place a deadline on when the dog must receive certification because how long the Ministry takes to process the dog's application is outside of the respondents' control.
47. After the expiration of 120 days, if the dog has not passed the Assessment and the respondents have not submitted the Assessment Certificate to the Certification Unit for the GDSDA at the Ministry, I order that the respondents immediately remove the dog from the strata lot.
48. If the Ministry rejects an application that the dog be certified despite the dog passing the Assessment, I order that the respondents remove the dog from the strata lot within 30 days of receiving notice of the Ministry's rejection.
49. I order that the respondents are exempt from the height bylaw insofar as it applies to the dog for 120 days after the date of this decision or, if the dog passes the Assessment, until the Ministry renders its decision about whether the dog will be certified, whichever is later.
50. I recognize that my decision raises the possibility that the respondents will need to rehome the dog in the event she does not pass the Assessment. That said, the respondents acquired the dog without informing themselves about the height bylaw and without engaging the strata in advance. Therefore, the respondents' predicament is largely of their own doing.

51. In the strata's submissions, it says that only a "certified service dog along with medical justification" will satisfy the strata that the dog should be exempt from the height bylaw. The strata also implies that it will require that the dog's certification indicate why D.N. requires a large dog. I find that the strata misunderstands the operation of section 123(1.01) of the SPA. For clarity, if the respondents provide the strata with evidence that the dog has been certified under the GDSDA, section 123(1.01) of the SPA applies and the bylaw is not enforceable against the dog. If the dog is certified, the respondents will have no further obligation to provide medical records or otherwise justify the dog because the exemption for service dogs from bylaws is automatic and absolute. In that circumstance, the strata will have no discretion about whether to permit the dog to stay.

Did the strata comply with section 135 of the SPA in imposing fines due to the dog's size? Are the fines appropriate?

52. Because of my finding, I agree with the strata that the respondents breached the height bylaw by keeping the dog in their strata lot. The next question is whether the fines that the strata imposed for breaching this bylaw are valid. Section 135 of the SPA sets out the procedural requirements for a strata to impose a fine against an owner. The strata must:

- a. Receive a complaint.
- b. Write to the owner to tell them the particulars of the complaint.
- c. Give the owner a reasonable opportunity to respond to the complaint, including having a hearing if requested.
- d. Give the owner written notice of its decision to impose a fine as soon as feasible.

53. Section 135(3) of the SPA says that if the strata complies with the proper procedures when it imposes a fine and the contravention continues, the strata may impose more fines without going through the procedure again.

54. One purpose of section 135 of the SPA is to ensure a fair process so strata lot owners can appreciate what a complaint is about and provide a meaningful response. The provisions of section 135 of the SPA are strict. If the strata did not comply with section 135, it was not entitled to impose a fine.
55. Neither party initially provided submissions about the strata's compliance with section 135 of the SPA. At my request, the parties each provided submissions on this issue.
56. First, with respect to the strata's obligation to provide written particulars of a complaint, the June 18, 2018 letter from the strata's lawyer provides excerpts from 3 separate complaints about the dog's size, with the owners' personal information removed.
57. I disagree with the respondents that section 135 of the SPA requires the strata to disclose the identity of those who complained. I note that the Office of the Information and Privacy Commissioner has published a guidance document to assist strata corporations to comply with the *Personal Information Protection Act*, which suggests that a strata corporation should not, in most cases, disclose the personal information of a complainant pursuant to section 135 of the SPA, although strata may be obliged to provide unredacted copies of correspondence related to complaint under section 36 of the SPA.
58. I find that the strata received complaints about the dog's size and wrote to the respondents with particulars of the complaints.
59. The issue is whether the respondents received a reasonable opportunity to be heard in response, including a hearing if requested.
60. As discussed above, the strata sent 4 letters about the dog's size before it imposed its first fine on July 1, 2018. In the first 2 letters, the strata referred to section 135 of the SPA and explicitly told the respondents that they had an opportunity to respond, including a hearing. After the second letter, on April 5, 2018, the respondents requested and received a hearing.

61. In the third letter, on April 29, 2018, the strata gave its decision after the hearing, in which it decided that the respondents were in breach of the height bylaw. The strata also decided not to fine the respondents and invited further evidence. The strata also referred to the respondents' right to respond under section 135 of the SPA.
62. The fourth letter is the letter from the strata's lawyer and it does not mention section 135 of the SPA. It does not inform the respondents that they have a right to respond to the letter or to have a further hearing about the threatened fines prior to July 1, when the fines would start. The only response the letter invites is for the respondents to advise the strata council when the respondents have removed the dog.
63. Did section 135 of the SPA require the strata offer a further opportunity to respond, including a hearing, or were the previous letters sufficient?
64. In the context of this dispute, I find that section 135 of the SPA required the strata to provide the respondents with a reasonable opportunity to respond to the fourth letter and to have a further hearing if requested.
65. My finding relies significantly on the wording of the strata's letter of April 29. I find that the letter created a reasonable expectation on the part of the respondents that the strata would consider any further medical evidence before imposing any fines, including by providing the opportunity for a further hearing. This offer implied that the strata was willing to reconsider its decision if the respondents provided that medical evidence.
66. The June 18, 2018 letter from the strata's lawyer does not provide any opportunity to be heard, and presents the strata's decision as final.
67. Section 135 of the SPA requires that the opportunity to answer a complaint must be reasonable. I find that it was unreasonable for the strata to impose fines after receiving the medical opinion of the psychologist without providing the respondents with a fresh opportunity to be heard. The strata ought to have provided an opportunity for a new hearing so that the respondents could make their case that

the psychologist's opinion was sufficient grounds for them to be entitled to accommodation under the Code. This is especially so because the strata explicitly invited such evidence in its April 28, 2018 letter. Instead, the strata provided written reasons about why it decided that the psychologist's opinion did not change their position, without the respondents having any opportunity to make its case. By the time the strata sent this letter, it had already begun imposing fines.

68. In addition, the June 18, 2018 letter was the first time that the strata gave the respondents the details of the complaints about the dog's size.
69. I find that the combined effect of the April 28, 2018 letter, the June 18, 2018 letter and the respondents' delivery of the psychologist's report is that the strata failed to provide the respondents' with a reasonable opportunity to answer the complaint about the dog's size.
70. Therefore, I find that the strata failed to comply with section 135 of the SPA prior to imposing the fines for breaching the height bylaw. I order that the fines for breaching the height bylaw be immediately cancelled.

Did the strata comply with section 135 of the SPA in imposing fines for the dog being off leash?

71. The same requirements under section 135 of the SPA apply to the strata's attempt to fine the respondents for leash bylaw.
72. The only letter that the respondents received about the leash bylaw prior to being fined was the June 1, 2018 letter. In that letter, the strata only refers to "reports of dog off leash on common property". The letter does not specify the particulars of any complaint, such as the date, time and place that the respondents allegedly had the dog off leash.
73. The July 16, 2018 letter notifying the respondents of the 3 fines for breaching the leash bylaw does not say when the dog was alleged to have been off leash, other than to say that they were after the June 1, 2018 letter. The letter does not include any other particulars of where the dog was alleged to have been off leash. In

addition, the July 16, 2018 letter does not provide the respondents with an opportunity to respond or have a hearing, because the strata had already imposed the fines.

74. The purpose of section 135 of the SPA is to provide procedural fairness, which is why the strata must give particulars of a complaint and an opportunity to respond before imposing fines.
75. I find that the strata failed to comply with section 135 before imposing fines for breaching the leash bylaw. I order that the fines for breaching the leash bylaw be cancelled.

Should I consider the strata's compliance with section 171(4)?

76. As referred to above, I requested that the parties provide further submissions about section 135 of the SPA and the status of the dog's certification. In the course of those submissions, the respondents raised for the first time the strata's compliance with section 171(4) of the SPA.
77. Section 171(4) of the SPA requires a resolution passed by a $\frac{3}{4}$ vote for the strata to sue an owner for money owing, including a fine, or the application of the bylaws. The respondents say that they believe that the strata failed to comply with section 171(4), but they do not provide any details. The strata addressed the issue briefly in reply. Neither party provided any evidence or adequately detailed submissions.
78. I have decided not to consider the respondents' arguments about section 171(4). I find that the respondents could have raised this issue in its initial submissions but failed to do so. My request for further submissions was limited to 2 particular issues. While I recognize that part of the tribunal's mandate is to be flexible in providing dispute resolution services, on balance I find that it would be inconsistent with the tribunal's mandate to provide quick and efficient access to justice to permit the respondents to raise a new issue because it would require more submissions and more evidence, and therefore further delay.

79. To be clear, I make no comment on whether the strata needed a resolution passed by a $\frac{3}{4}$ vote to bring this dispute.

TRIBUNAL FEES AND EXPENSES

80. 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 find that there was divided success in this dispute. I therefore order the respondents to reimburse the strata for half of its \$225 in tribunal fees and \$30.79 in dispute-related expenses for a total of \$127.90.

81. 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.

DECISION AND ORDERS

82. I order that:

- a. The respondents will have 120 days from the date of this decision to provide the strata with evidence that the dog has passed the Assessment and that the respondents have submitted the Assessment Certificate to the Certification Unit for the GDSDA at the Ministry.
- b. If the dog has not passed the Assessment and the respondents have not submitted the Assessment Certificate to the Certification Unit for the GDSDA at the Ministry after 120 days from the date of this decision, the respondents will immediately remove the dog from the strata lot.
- c. If the Ministry rejects an application that the dog be certified despite the dog passing the Assessment, the respondents will remove the dog from the strata lot within 30 days of receiving notice of the Ministry's rejection.
- d. The respondents are exempt from the height bylaw insofar as it applies to the dog for 120 days after the date of this decision or, if the dog passes the

- Assessment, until the Ministry renders its decision about whether the dog will be certified, whichever is later.
- e. The strata immediately cancel the fines imposed on the respondents' strata lot's account for breaching the height bylaw.
 - f. The strata immediately cancel the fines imposed on the respondents' strata lot's account for breaching the leash bylaw.
 - g. Within 14 days of the date of this decision the respondents reimburse the strata \$127.90 for half of the strata's tribunal fees and dispute-related expenses.
83. The strata is entitled to post judgement interest under the *Court Order Interest Act* R.S.B.C. 1996, c. 79, as amended, as applicable.
84. I further order that the public version of this decision anonymize all parties, to protect the privacy of D.N., whose mental health was an issue in this dispute.
85. 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.

86. 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