Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Circle B Estates Ltd. v. The Owners, Strata Plan 1474*, 2019 BCCRT 417

B E T W E E N :

Circle B Estates Ltd.

APPLICANT

A N D :

The Owners, Strata Plan 1474

RESPONDENT

REASONS FOR DECISION

Tribunal Member: J. Garth Cambrey, Vice Chair

INTRODUCTION

1. The applicant, Circle B Estates Ltd. (owner), owned a strata lot in the respondent strata corporation, The Owners, Strata Plan 1474 (strata) at the time dispute resolution was requested in May 2017. The owner sold its strata lot in August 2018.

2. The owner makes the following allegations against the strata:
    a. alleged invalid bylaws involving retroactive bulk cable charges and the implementation of storage locker user fees,
    b. various bylaw fines and user fee charges, including the improper filing of a lien under the *Strata Property Act* (SPA),
    c. unauthored change in use or appearance of common property under the SPA,
    d. failure to provide notice of strata council meetings,
    e. failure to provide requested documents under the SPA,
    f. failure to allow the owner's representative to speak and vote at community or general meetings,
    g. failure to repair common property door thresholds,
    h. deliberate release of personal information, and
    i. "many" acts creating significant unfairness for the owner.

3. The owner requests various orders. As discussed below, I have determined that not all claims should be heard as a result of the owner's sale of its strata lot. I discuss the owner's requests that relate to the claims I have determined should be heard and made a decision on those.

4. The tribunal proceeding was in the adjudication stage when the tribunal became aware that the owner had sold its strata lot. The tribunal decision plan, where the parties submit arguments and evidence, was complete. At my request, the parties made further submissions on whether the tribunal should continue to resolve this dispute, given the applicant was no longer an owner in the strata.

5. In their further submissions, the parties requested that the tribunal continue to resolve the dispute. However, the owner agreed to withdraw its request that a lien

placed against its strata lot under section 116 of the *Strata Property Act* (SPA) be removed, given the lien was removed when the strata lot was sold.

6. The strata denies all of the owner's claims and asks that they be dismissed.

7. The owner is represented by Glenna Borsuk, a director and officer of the owner. The strata is represented by a strata council member.

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 61 of the Act, the tribunal may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. In particular, the tribunal may make such an order on its own initiative, on request by a party, or on recommendation by a case manager.

12. Tribunal documents incorrectly show the name of the respondent as The Owners, Strata Plan, VIS 1474, whereas, based on section 2 of the SPA, the correct legal name of the strata is The Owners, Strata Plan 1474. Given the parties operated on the basis that the correct name of the strata was used in their documents and submissions, I have exercised my discretion under section 61 to direct the use of the strata's correct legal name in these proceedings. Accordingly, I have amended the style of cause above.

13. 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

14. As noted above, the owner withdrew its request for an order that a lien filed by the strata under section 116 of the SPA be removed. That issue is not before me.

15. The issues in this dispute are:
    a. Should I continue to resolve all or part of this dispute, given the owner sold its strata lot?
    b. If I decide to continue to resolve all or part of this dispute, are the owners' remaining claims within the tribunal's jurisdiction?
    c. What are appropriate remedies for the owner's remaining claims, if any?

BACKGROUND, EVIDENCE AND ANALYSIS

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

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

18. The strata was created in March 1986 and consists of a 26-unit residential strata corporation located in a 6-storey building in Nanaimo, B.C.

19. The owner owned strata lot 3 in the strata from June 2005 until August 2018.

Should I continue to resolve all or part of this dispute, given the owner sold its strata lot?

20. Under section 189.1 of the SPA, only a strata corporation, separate section, owner or tenant may start a tribunal claim (see *Somers v. The Owners, Strata Plan VIS 1601*, 2017 BCCRT 12).

21. The Act and tribunal rules are silent on the effects of a change in ownership of a strata lot that occurs during the tribunal decision process. I addressed this issue in *Kervin v. The Owners, Strata Plan LMS 3011*, 2017 BCCRT 146, finding the tribunal has discretion to dismiss, refuse to resolve, or continue to resolve a dispute or certain claims in the dispute, when an applicant sells their strata lot.

22. In *Kervin*, I set out a number of factors the tribunal should consider when exercising its discretion, which I find apply to the circumstances before me in this dispute, except it is the applicant (rather than respondent) that has sold its strata lot before the tribunal decision process was complete.

23. The factors are:
    a. Whether all of the parties to the claim or dispute agree that the claim or dispute should be resolved by the tribunal;
    b. Whether an issue raised by the claim or dispute is of importance to persons other than the parties to the dispute;
    c. The stage in the tribunal proceeding at which the applicant ceases to be an owner;
    d. The relative prejudice to the parties of the tribunal's potential order; and

e. The effect of continuing the proceeding on the tribunal's resources and mandate.

24. As earlier noted, the parties agree the dispute should be heard. However, in the circumstances, I find the remaining factors should also be considered.

25. As for the importance of the owner's issues (set out in the listed claims above) to persons other than parties, I find the allegations of invalid bylaws could be of importance to the strata's membership in general, in addition to the owner, who specifically has a loss to claim.

26. I find the remaining issues listed in the earlier noted claims are only of importance to the parties, which I find supports the claims being dismissed because of former owner status and mootness. However, I note the owner makes 4 debt claims alleging bylaw fines, interest and legal fees were not properly imposed or charged, and seeks damages for disclosure of personal information, unfair treatment and harassment.

27. As I have already noted, the stage in the tribunal proceeding at which the owner ceased to be an owner was the adjudication stage, at the very end of the tribunal proceeding.

28. I find there is no prejudice to the strata if the owner's claims are dismissed as that is the strata's desired outcome. However, I find the owner would be prejudiced if I dismissed their debt claims as noted above. Given the owner has requested damages and reimbursement of fines, I find it is appropriate for the tribunal to hear the debt claims in accordance with its mandate to provide dispute resolution services in an accessible, speedy, economical and informal manner. If I refuse to resolve the debt claims, the owner would be required to make application to the BC Supreme Court or Provincial Court to recover the alleged damages, fines, interest and legal charges it says it should not have to pay.

29. Finally, the tribunal resources are valuable and I find it would be wasteful for the tribunal to continue applying its resources on claims or issues that no longer affect the applicant owner.

30. Weighing all of these factors I find the following claims should be heard by the tribunal because the owner has a specific loss relating to these issues:
    a. alleged invalid bylaws involving retroactive bulk cable charges and the implementation of storage locker user fees,
    b. bylaw fines involving unpaid strata fees and a special levy, storage locker user fees, interest charges, and legal fees, and
    c. damages resulting from disclosure of personal information and unfair treatment or harassment of the owner.

31. For clarity, because the owner is no longer affected, I dismiss the owner's claims relating to the strata's alleged refusal to:
    a. provide copies of documents, including complaint letters, to the owner,
    b. allow the owner to speak or vote at community or general meetings as a proxyholder,
    c. approve alleged significant changes in use or appearance of common property under section 71 of the SPA,
    d. provide notice of strata council meetings, and
    e. repair the owner's door thresholds.

Are the owners' remaining claims within the tribunal's jurisdiction?

32. Of the remaining claims, I find the owner's claim that the strata deliberately revealed personal information is outside the tribunal's jurisdiction. The *Personal Information Protection Act* (PIPA) governs the collection, use and disclosure of personal information by organizations, including strata corporations. Under section 36(2)(e) of the PIPA, jurisdiction over whether personal information has been collected, used

or disclosed by an organization in contravention of the PIPA rests with the Office of the Information and Privacy Commissioner for B.C.

33. I also find the owner's claim for $10,000 in damages relating to alleged harassment to be outside the tribunal's jurisdiction for strata property claims as such a claim does not involve the matters set out in section 121(1) of the Act. Such a claim is also outside the tribunal's small claims jurisdiction, currently limited to $5,000.

34. Under section 10 of the Act, I refuse to resolve the owner's claims under PIPA or for harassment.

What is an appropriate remedy for the owner's remaining claims?

35. Based on my analysis above, I find the owner's claims that should be heard include those that involve allegations of:
    a. invalid bylaws involving retroactive cable charges and storage locker user fees,
    b. bylaw fines, user fees, interest, and legal costs charged to the owner, and
    c. damages resulting from the strata's unfair treatment of the owner, and

Alleged invalid bylaws involving retroactive cable charges and storage locker user fees

36. In order to determine the validity of fines for unpaid strata fees and storage locker user fees, I must determine the validity of the bylaws.

Bulk Cable Services

37. The owner alleges that 2 bylaws passed by the strata at a special general meeting (SGM) held June 5, 2017 are invalid. Both were registered at the Land title Office on June 13, 2018. The first (bylaw 44) has to do with bulk cable services and the second (bylaw 43) has to do with rental of common property storage lockers. I will address each in turn.

38. Between at least April 1, 2008 and June 30, 2018, when the 5-year agreement between the strata and Shaw expired and was not renewed, the strata contracted with Shaw Cable (Shaw) under a bulk cable agreement. The cost of the contract was included as a common expense and shared by all strata lots on the basis of unit entitlement under section 99 of the SPA.

39. On August 13, 2013, the owner wrote to the strata advising that it no longer wanted to receive cablevision services and to return its post-dated cheques so new ones could be issued in an amount that excluded the monthly cable charges. Correspondence evidence submitted by the owner indicate the owner stopped paying the cable vision portion of its monthly strata fees in October 2015. Account statements show this amount to be about $25.48 per month.

40. The owner submits that the strata had no authority under the SPA or its bylaws to enter into the bulk service agreement which the strata council renewed from an earlier agreement on April 1, 2013, without express approval from the strata's ownership.

41. The owner cites *The Owners, Strata Plan LMS 2223 v. Tsubota* which I understand and accept is an unreported BC Supreme Court decision from 2012 or 2013. The strata's lawyer also references *Tsubota* in a legal opinion dated April 7, 2017. The facts in *Tsubota* are similar to the facts before me. They include that Ms. Tsubota, an owner, objected to paying her proportionate share of a Shaw Cable invoice and deducted the amount from their strata fees. The strata corporation applied to the court for an order that Ms. Tsubota pay the amount of $3,500, which was the amount owing for her share of the cable charges she had failed to pay. The judge considered whether the wires for cable and internet service were common property and concluded they did not fall under the definition of common property under the SPA because of the wires' location. The court in *Tsubota* held that section 38 of the SPA only authorizes a strata corporation to enter into contracts for which it already has a power under section 3 of the SPA and not contracts for individual strata lots. Noting an Ontario court decision that found a strata corporation had an appropriate bylaw permitting it to enter into bulk cable arrangements, the court found the strata

corporation in *Tsubota* had not passed a bylaw giving it such authority. The court concluded that the strata corporation did not have the authority to enter into the contract and the subsequent ratification of the contract by the owners did not provide such authority. Put another way, the strata owners could not authorize the strata corporation's actions in respect of a matter for which the strata corporation had no authority in the first place.

42. I find the circumstances in *Tsubota* are similar to those in this dispute, including that lack of a bylaw permitting the strata to enter into bulk cable service agreements on behalf of owners, at least until June 5, 2017. However, the owner has not provided any evidence with respect to the location of the cable wires and I am unable to determine if the wiring is common property. Without such a determination, I am unable to determine the strata's authority over bulk cable services prior to June 14, 2017, when the cable bylaw was registered.

43. For these reasons, I decline to order reimbursement of the owner's paid bulk cable costs or the cancellation of the owner's unpaid bulk cable costs.

44. As for the June 14, 2017 filed bylaw about bulk cable services, I find it to be an attempt by the strata to ratify the earlier existence of the cable service agreements retroactively to 1986, when the strata says it first entered into a bulk cable agreement. I find the retroactive portions of bylaw 44 to be invalid for 2 reasons. First, section 128(2) of the SPA that states bylaw amendments are not effective until they are registered in the Land Title Office. Second, there is no provision in the SPA that allows for retroactive bylaws except with respect to pet and age restrictions, and the court has found that in the absence of authority to the contrary, a bylaw does not have retroactive effect. (See *Strata Plan NW 243 v. Hansen*, [1996] B.C.J. No. 2201 (QL) S.C. at paragraph 19.)

45. For clarity, I find that subsection 5 and 6 of bylaw 44 are the retroactive portions of the bylaw which I find are invalid and of no effect.

46. I find the remaining portions of bylaw 44 to be valid from June 14, 2017, the date the bylaw was registered. Therefore, I find bylaw 44 authorizes the strata to enter

into bulk cable agreements and states the expense is a common expense shared on the basis of unit entitlement.

Storage Locker Rental

47. The second bylaw passed at the June 5, 2017 SGM (bylaw 43), which the owner asks I find invalid, approved a $10 per month user fee for use of common property storage lockers.

48. User fees are addressed in section 110 of the SPA and under section 6.9 of the *Strata Property Regulation* (regulations). Under these provisions, the strata cannot collect a user fee unless the amount is reasonable and set out in a bylaw or ratified rule. Bylaw 43 sets a user fee of $10 per month, which I find is reasonable. The owner's argument that the strata did not charge for the use of storage lockers prior to bylaw 43 being passed, and that the Disclosure Statement issued by the owner-developer allegedly stated each strata lot was entitled to use a storage locker without charge is not determinative. I find the strata validly added a charge for the use of its storage lockers by adopting the bylaw.

49. Further, I find that bylaw 43 allows for a reasonable process for vacant storage lockers to be allocated and reasonably sets out dates the use of a storage locker ends, that includes short term exclusive use of common property under section 76 of the SPA.

50. For these reasons, I find bylaw 43 is valid as registered on June 14, 2017. I decline to order bylaw 43 invalid and dismiss the owner's claim in this regard.

Bylaw fines and storage locker user fees

51. The owner claims that bylaw fines imposed for effectively short paying strata fees by the proportionate amount of the bulk cable costs should be reimbursed or canceled because bylaw 44 was invalid. I have found that bylaw 44 is only partially invalid, however, for reasons associated with bylaw enforcement, I find the owner is not required to pay bylaw fines associated with unpaid bulk cable costs.

52. My reasons follow from the application of section 135 of the SPA, which the courts have found must be strictly followed before a strata corporation is entitled to impose fines for bylaw violations. (See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449.)

53. Section 135(1) of the SPA states that a strata corporation may not require a person to pay the costs of remedying a bylaw contravention unless it has received a complaint, given the owner or tenant written particulars of the complaint and a reasonable opportunity to answer the complaint, including a hearing if requested.

54. The statement of account for the owner's strata lot shows 2 fines were imposed for late payment of strata fees relating to short payment of strata fees. A $50 fine on November 21, 2016 and a $25 fine on each of January 9 and February 15, 2017 for a total of $100. Other late payment fines were assessed but I find it is more likely that not the subsequent fines relate to an unpaid special levy for window replacement.

55. Based on the correspondence and minutes provided in evidence, I find the strata imposed the late payment fines for unpaid strata fees without giving the owner the opportunity to be heard. The minutes show the fines were imposed before the owner was notified, contrary to section 135(1) of the SPA given the owner was not granted a hearing until April 3, 2017. I therefore find the strata improperly imposed $100 of bylaw fines for unpaid strata fees against the owner's strata lot account and order the strata to reimburse the owner that amount subject to such an adjustment being made at the time the owner sold their strata lot in August 2018.

56. Based on my review of the statements of the owner's strata lot account provided in evidence, I find the strata, did not charge the owner storage locker user fees prior to June 14, 2017, or if it did, I find those charges were reversed before the strata lot was sold. It is unclear if the owner continued to use a storage locker for the $10 per month fee after the bylaw was passed and I do not have sufficient evidence to determine if storage locker rental charges after June 5, 2017 were valid. Therefore,

I decline to order reimbursement or cancellation of storage locker user fees claimed by the owner and I dismiss this aspect of the owner's claim.

Window replacement special levy fines, interest and legal costs

57. The owner claims reimbursement of fines, interest and legal fees relating to a window replacement special levy approved by the strata at a January 26, 2017 SGM. The minutes show the special levy was approved by the requisite ¾ vote. The owner did not pay the special levy by its due date and was assessed bylaw fines and interest charges for the unpaid special levy.

58. The matter of the window replacement project was discussed at the owner's hearing with the strata council on April 3, 2017. On April 4, 2017, the strata's lawyer advised of the outcome of the hearing and that, among other things, the strata was not prepared to waive fines for non-payment of the special levy, even though no fines or interest charges show as being imposed on the owner's strata lot account statement at that time.

59. On April 6 and 11, 2017, the strata's lawyer wrote to the owner demanding payment of arrears that included $215.76 interest on the unpaid special levy and $375.00 in legal costs for the strata issuing the demand letter(s). The letters appear identical except for the date the strata demanded payment be made. The letters cited bylaw violations for non-payment of strata fees and the special levy and gave the owner an opportunity to answer the complaints and request a hearing under section 135(1) of the SPA.

60. The strata did not explain why there were 2 letters issued to the owner demanding payment of the same amount, $14,321.86, by April 27 and May 2, 2017 respectively. The strata also did not explain why it demanded payment of interest when the statement attached to the letters did not show interest had been charged. The SPA and bylaws are clear that a special levy, if properly passed, which is not at issue here, is due on its due date. Based on the letters, I find the strata was entitled to impose fines and interest under section 135(1) of the SPA and its bylaw 1(2) on

May 2, 2017, subject to a hearing being requested by the owner, which was not made. A $200.00 fine was assessed May 9, 2017 for unpaid fees, which I find to be valid.

61. On May 5, 2017, the strata's lawyer again wrote to the owner advising of unpaid strata fees and the special levy. The letter also stated that interest charges of $211.70 "As per attached Accounting Statement" and listed the following costs as the owner's responsibility:

a.	Legal Costs for demand	$375.00
b.	Legal Costs for 2 demand letter	$350.00
c.	Legal Costs to register a lien on title	$350.00
d.	To payout settlement funds and release lien	$400.00

62. The owner's strata lot account attached to the May 5, 2017 letter shows interest was charged on the outstanding special levy for March and April 2017 totaling $211.70 which I find is contrary to section 135(1) of the SPA because the interest was charged for a period before May 2, 2017, the date I have found the strata was entitled to charge interest under section 135(1). I order the strata to reimburse the owner $211.75 for interest charged on the unpaid special levy for March and April 2017.

63. The owner does not dispute it did not pay the special levy prior to its due date and its submissions suggest the reason they did not pay the special levy was because they disagreed with the with the method and scope of repair, had not received documents it had requested about the window replacement, and believed there was a conflict of interest involving the contractor chosen. These are not valid reasons for not paying a special levy as the court has found in *Strata Plan VR356 v. Luttrell* (2009), 183 A.C.W.S. (3rd) 274 (B.C.S.C.). In *Luttrell*, the court confirmed that an owner is not entitled to withhold payment of strata fees as a means of persuading the strata council to meeting with him to discuss his dissatisfaction with the manner in which fees were calculated and billed. I find the court's conclusion that

withholding strata fees is not an option, applies to withholding payment of a special levy for similar reasons, such as the ones I have just described in this dispute.

64. Under section 118 of the SPA, the strata may add reasonable legal costs when registering a lien against an owner's strata lot under section 116 of the SPA. The BC Court of Appeal found that a strata corporation is entitled to add its actual legal costs to the amount owing under a lien provided the costs are reasonably necessary. (See *The Owners, Strata Plan KAS 2428 v. Baettig*, 2017 BCCA 377 at paragraph 79)

65. In the circumstances before me, the owner did not pay the special levy and I find it was reasonable for the strata to retain legal counsel to demand the owner pay the special levy and secure payment by registering a lien against the owner's strata lot under section 116 of the SPA. It is unclear why the strata's lawyer wrote 3 demand letters where 1 letter would suffice, and I find the $350.00 for "legal costs of 2 demand letter (sic)" is unreasonable. The remaining legal costs of $1,125.00 as set out above in the May 5, 2017 letter from the strata's lawyer I find are reasonable. Therefore, I order the strata to reimburse the owner $350.00 in legal fees.

Pet bylaw fine

66. The owner also claims reimbursement of bylaw fines relating to a pet kept in the owner's strata lot contrary to the strata bylaws. The owner argues that visitor pets have historically been permitted while the strata says there is no bylaw permitting pet dogs, including those belonging to a visitor.

67. I find I do not need to interpret the pet bylaw and its application on visitor pets, given the circumstances leading to the pet bylaw fine. The strata wrote to the owner on May 11, 2017 advising the owner that it had received a complaint about a barking dog in the owner's strata lot. The May 15, 2017 minutes show the owner was assessed a $50 fine for keeping a pet in the building contrary to the strata bylaws. On May 17, 2017, the strata wrote to the owner advising they had been assessed a $50 fine.

68. I find the $50 pet bylaw fine to be invalid as it was imposed contrary to section 135(1) of the SPA because the owner was not given an opportunity to be heard before the fine was imposed. I order the strata to reimburse the owner $50 for the pet bylaw fine.

69. The owner also claims $10,000 in damages for harassment and unfair treatment. I have already determined that claims of harassment are outside the jurisdiction of tribunal for strata property claims. Therefore, the remaining question is whether the owner was treated significantly unfairly and if so, is an order for damages appropriate?

70. I do not find that the owner was treated significantly unfairly. The evidence shows the owner and strata had a history of disagreements, but, except for the charges the strata incorrectly assessed as I have described above, I find the strata appropriately and reasonably addressed the owner's various concerns in a timely fashion. For example, the strata deferred voting on the window replacement project and related special levy largely based on concerns raised by the owner.

71. As a result, I dismiss the owner's claim for $10,000 damages for unfair treatment.

TRIBUNAL FEES, EXPENSES AND INTEREST

72. 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 the strata was the most successful party in its dispute but did not pay tribunal fees or claim dispute-related expenses so I make no order in that regard. I dismiss the applicant's claims for reimbursement of tribunal fees.

73. The *Court Order Interest Act* (COIA) applies to the tribunal. I award no pre-judgement interest as the evidence does not show the owner actually incurred the expense.

74. 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

75. I refuse to resolve the owner's claims relating to disclosure of personal information and harassment given my findings that such claims are outside the tribunal's strata property claim jurisdiction.

76. I order that subsection 5 and 6 of the strata's bylaw 44 is invalid and of no effect.

77. I order that to the extent the strata has not already reversed the following charges prior to the sale of the owner's strata lot, the strata, within 30 days of the date of this decision, pay to the owner $711.75 broken down as follows:

    a. $100.00 in bylaw fines for unpaid strata fees,

    b. $211.75 for interested charged on the unpaid window replacement special levy for March and April 2017,

    c. $350.00 in legal fees relating to the collection of unpaid strata fees and the special levy, and

    d. $50.00 for the pet bylaw fine.

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

79. The owner's remaining claims are dismissed.

80. 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.

81. 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