



# Civil Resolution Tribunal

Date Issued: May 6, 2019

File: ST-2018-001395

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan LMS 2503 v. Vasiu*, 2019 BCCRT 538

**B E T W E E N :**

The Owners, Strata Plan LMS 2503

**APPLICANT**

**A N D :**

Adrian Vasiu

**RESPONDENT**

**A N D :**

The Owners, Strata Plan LMS 2503

**RESPONDENT BY COUNTERCLAIM**

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**REASONS FOR DECISION**

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Tribunal Member:

Jordanna Cytrynbaum

## **INTRODUCTION**

1. This dispute involves 2 separate disputes between The Owners, Strata Plan LMS 2503 (strata) and Adrian Vasiu who owns strata lot 62 (unit) in the strata corporation.
2. The applicant strata claims that the respondent, Mr. Vasiu is in breach of the strata's bylaws by blocking access to a hose bib on an exterior wall adjacent to Mr. Vasiu's unit (hose bib). The strata seeks orders directing Mr. Vasiu to provide unrestricted access to the hose bib to the neighbouring strata lot (neighbouring unit), and to pay the outstanding fines assessed by the strata for blocking access to the hose bib since 2017. Mr. Vasiu denies having blocked access to the hose bib and says the fines are illegal because the strata did not comply with requirements of section 135 the *Strata Property Act* (SPA). Mr. Vasiu also says that the strata's claims against him are retaliation for the complaints that are the subject of his counterclaim.
3. Mr. Vasiu counterclaims against the strata because he says the strata has failed to deal with a rat infestation in the attic above his unit in breach of its obligations under section 72 of the SPA to maintain common property. Mr. Vasiu seeks orders directing the strata to remediate the infestation problem, and damages. The strata says that it responded promptly and appropriately to Mr. Vasiu's complaints about rats and that there is no infestation.
4. The strata is represented by a council member. Mr. Vasiu is self-represented.
5. For the reasons that follow, I allow the strata's claim and dismiss Mr. Vasiu's counterclaim.

## **JURISDICTION AND PROCEDURE**

6. 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. It must also recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.

7. 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.
8. 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.
9. The applicable tribunal rules are those that were in place at the time this dispute was commenced. Under section 123 of the Act and the tribunal rules, in resolving these disputes the tribunal may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the tribunal considers appropriate.

## **ISSUES**

10. The issues in these disputes are as follows:
  - a. Is the hose bib common property?
  - b. Has Mr. VasIU blocked access to the hose bib contrary to the strata's bylaws?
  - c. If so, is the strata entitled to require Mr. VasIU to remove the obstruction?
  - d. What, if any, remedies should the tribunal award the strata?
  - e. Did the strata fail to remediate a rat infestation above Mr. VasIU's unit?
  - f. If so, what remedies should the tribunal award Mr. VasIU?

## **EVIDENCE AND ANALYSIS**

### ***Introduction***

11. In a civil dispute such as this, applicants bear the burden of proof on a balance of probabilities. That means, the strata must prove its claim, and Mr. VasIU must prove his counterclaim.
12. The parties filed submissions containing both their arguments and evidence. I will not refer to all of the evidence or deal with each point raised. I will refer only to the evidence and submissions that are relevant to my determination, or to the extent necessary to give context to these reasons.

### ***The strata's claim***

13. The strata claims that Mr. VasIU has blocked access to the hose bib in breach of the strata's bylaws.
14. The property at issue is a residential strata complex consisting of attached 3 storey townhouses. The strata says that throughout the complex, hose bibs were installed such that one hose bib could be shared by two neighbouring strata lots. To that end, the strata says that the fences throughout the complex are designed with openings to allow such shared access. The strata states that the hose bib constitutes common property (as do the other hose bibs in the strata complex).
15. It is not disputed that the hose bib is located on the exterior wall adjacent to Mr. VasIU's unit.
16. The strata says that Mr. VasIU altered the fence by installing a piece of plywood in such a way so that obstructs access to the hose bib from outside his unit.
17. Mr. VasIU acknowledges installing the plywood barrier (that the strata claims obstructs access to the hose bib) in around the spring of 2014. He also acknowledges that the plywood remains in place to the present. VasIU claims he

installed the plywood to keep rats out – not to prevent the neighbouring unit from accessing the hose bib.

18. In 2014 the strata asked Mr. Vasiu to remove the plywood barrier. The strata says that Mr. Vasiu refused on the basis that the hose bib was not common property, but was part of his strata unit. The strata followed up with a number of further requests that Mr. Vasiu remove the obstruction. He did not respond.
19. In 2016 the strata replaced all fences in the complex. At that time, the strata reminded Mr. Vasiu that he was not permitted to alter the fence without permission from the strata, and that he was not to attach or install anything to the fence without strata approval. The strata says that when the fence between the unit and the neighbouring unit was replaced, Mr. Vasiu re-installed the plywood barrier. The strata also alleges that Mr. Vasiu threatened trouble if anyone came onto his property to use the hose bib.
20. Mr. Vasiu claims that the fence between his unit and the neighbouring unit represents the boundary between the two strata lots. He further claims that the area delimited by the fences and allocated to his unit represents limited common property for the exclusive use of his unit.
21. Mr. Vasiu denies that the hose bib is common property. Rather, he argues that because the hose bib is located inside the patio area that is limited common property for his unit, the hose bib is not common property. Instead, he claims that that only the occupants of his unit can use the hose bib. He further claims that a hose bib can only be “common property” when installed on “common property”. Mr. Vasiu further argues that when a “common property item” is installed within the boundaries of a “limited common property area”, it can only be accessed by the owner assigned to use the limited common property and by the strata in accordance with the SPA for maintenance purposes only. He suggests that other reasons for access constitute harassment, including access by other owners, including the owner of the neighbouring unit. Based on this reasoning, he argues that the strata as trying to illegally convert his patio into a “common property area”.

22. I now turn to the issue of whether the hose bib is common property.

***Is the hose bib common property?***

23. Mr. VasIU's argument that the hose bib is limited common property for the exclusive use of his unit is not consistent with the applicable provisions of the SPA.

24. The SPA definition of "common property" includes:

- a. that part of the land and buildings shown on a strata plan that is not part of a strata lot (this would include the building's exterior); and
- b. pipes and other facilities for the passage or provision of water, if they are located within a floor, wall or ceiling that forms a boundary between:
  - i. a strata lot and another strata lot, or
  - ii. a strata lot and the common property.

25. The SPA defines limited common property as property designated for the exclusive use of the owners of one or more strata lots, either as shown on the strata plan or designated under section 74 of the SPA. There is nothing in evidence before me that would support Mr. VasIU's contention that the hose bib is designated for his unit's exclusive use.

26. Based on my review of the strata plan and other evidence in the record, I am satisfied that the hose bib is common property. The hose bib is attached to the exterior wall of the building adjacent to Mr. VasIU's unit. Based on the SPA, the exterior wall is common property. I find that the hose bib is part of the facilities for the passage or provision of water. I also find that the hose bib is attached to a pipe within a wall that forms a boundary between the unit and the exterior of the building in which the unit is located.

27. Accordingly, I find that the hose bib is common property.

28. On reviewing the strata plan and other evidence in the record, I also find that: (a) the fence between the unit and neighbouring unit is common property; and (b) the yard areas beside the unit and the neighbouring unit to be common property.
29. I next turn to whether Mr. VasIU blocked access to the hose bib in breach of the strata's bylaws.

***Did Mr. VasIU block access to the hose bib contrary to the strata's bylaws?***

30. The strata claims that the plywood barrier prevents the occupants of the neighbouring unit from using the hose bib.
31. Mr. VasIU argues that the plywood does not block the neighbouring unit's access to the hose bib. He also argues that there is no evidence that he denied access to the hose bib, and that the mere presence of the plywood does not prove he blocked access.
32. Based on: (a) the length of time this issue has been ongoing (since 2014); (b) the repeated complaints received by the strata that the plywood blocks access to the hose bib; and (c) the numerous warnings and directions the strata gave Mr. VasIU to provide unrestricted access to the hose bib, I accept that the plywood blocks the neighbouring unit and the strata from accessing the hose bib.
33. The next issue to address is whether the obstruction amounts to a breach of the strata's bylaws.
34. A strata corporation's bylaws may regulate things like the use and enjoyment of common property. The SPA sets out a number of restrictions on bylaws, none of which are relevant to the issues in this case.
35. The relevant section of the strata's bylaws provides that an owner must not:
- a. use a strata lot or common property in a way that unreasonably interferes with the rights of other persons to use and enjoy their strata lot or common property (section 3.A); or

- b. make alterations to a strata lot involving the exterior of a building, fences or other things attached to the exterior of a building without first obtaining strata approval (section 5.A).
36. On the evidence, I find that hose bibs in the strata complex were installed to be shared by neighbouring owners – in this case between Mr. VasIU’s unit and the neighbouring unit. However, the plywood obstructed their ability to access the hose bib. I therefore find that the plywood interfered with the rights of the occupants of the neighbouring unit to use and enjoy their strata lot and common property. Going forward, I will refer to the plywood barrier as the “obstruction.”
37. On the evidence, I also find that the obstruction was installed to the exterior of the building and fence outside Mr. VasIU’s unit. This alters the design of the fence, and the intention that the fence would provide the neighbouring occupants access to the hose bib from their unit. Mr. VasIU argues that his neighbours could have come to speak to him and that they would have worked out an arrangement. This is not responsive to the issue. The neighbours should not have to ask or negotiate for access to the hose bib, and requiring them to do so is unreasonable.
38. I also find that the plywood impedes the strata’s access to the hose bib. This is contrary to section 77 of the SPA which states that an owner who has the right to use common property, including limited common property, must allow a strata corporation reasonable access to the common property to perform its duties (to maintain and repair common property, among other things).
39. There is no evidence to suggest that the strata authorized the obstruction. Indeed, based on the evidence I find that the strata has consistently directed Mr. VasIU to remove the obstruction as an unauthorized alteration contrary to the bylaws (referenced above), and he has refused to do so.
40. Finally, in response to Mr. VasIU’s allegations that the strata planted evidence and has otherwise intentionally misrepresented information to the tribunal, I simply cannot accept his argument for the following reasons. After the issue of the



obstruction was raised in 2014, it appears that Mr. VasIU largely ignored the strata's communications. In this regard, it is particularly significant that he did not respond to the strata's concerns that the plywood was obstructing access to the hose bib. If Mr. VasIU felt the contents of the communications were not accurate, it is reasonable to expect that he would have responded accordingly. In addition, on the evidence, the strata's position is consistent with the contemporaneous record. I find that the record supports the strata's claims, and the complaints received by the occupants of the neighbouring unit, and contradict Mr. VasIU's arguments.

41. Based on the foregoing, I find that Mr. VasIU has obstructed access to the hose bib in breach of the strata's bylaws.

***Is the strata entitled to require Mr. VasIU to remove the obstruction?***

42. Mr. VasIU makes several arguments in favour of his position that the strata cannot require him to remove the obstruction.
43. First, Mr. VasIU suggests the strata's claim is simply to "put me down" and that "the strata's true intent is to deny me the right of exclusive use of my Limited Common Property Area..."
44. I understand Mr. VasIU's first point to be that allowing other owners or the strata to access that part of his patio where the hose bib is located deprives him of the exclusive use of his patio in bad faith. I have already found that the hose bib is common property and that Mr. VasIU has no entitlement to exclusive use of the same. I cannot accept Mr. VasIU's characterization of the strata's conduct. On the evidence before me, I find that the strata has acted in good faith on the genuine belief that Mr. VasIU has breached the bylaws.
45. Second, Mr. VasIU suggests that the strata cannot enforce the bylaw requiring him to remove the obstruction on the basis that the strata has permitted other owners to keep similar obstructions. I understand Mr. VasIU's argument to be that the strata's lack of enforcement makes the bylaw unenforceable. I do not agree.

46. The applicant relies on photographs that he says depict the exterior adjacent to other strata owners' units. It is not clear what these photographs depict, or how the features photographed are said to similarly obstruct other owners' access to a hose bib.
47. Sections 129 to 138 of the SPA deal with a strata corporation's enforcement of bylaws. Section 135 prevents a strata corporation from enforcing its bylaws (pursuant to section 129) unless it has received a complaint about the bylaw contravention, given the owner or tenant the particulars of the complaint in writing, and a reasonable opportunity to answer the complaint. There is no evidence before me that the strata received a complaint about the other features Mr. Vasiu says were installed, that these features blocked other hose bibs, or that these features were not authorized by the strata under its bylaws.
48. There is also no evidence before me that would suggest the applicant is exempt from the application of the bylaw. In this regard, there is no general provision in the SPA or the bylaws that exempts owners from the application of the bylaw, or circumstances when the bylaw does not apply.
49. Pursuant to section 133 of the SPA, the strata may do what is reasonably necessary to remedy a breach of its bylaws or the rules, and it may require that the person responsible for the breach pay the reasonable costs of remedying the breach. There is also a similar provision in the strata's bylaws (sections 7.A and 7.D).
50. Finally, I turn to deal with Mr. Vasiu's argument about significant unfairness.
51. Mr. Vasiu claims that it is unfair to require him to remove the obstruction where other owners have installed similar features affecting common property (features). In this regard, he claims that the features are just as much a breach of the bylaw. However, as set out above, there is no evidence to suggest that the other alleged features breach the bylaw, or that the strata received complaints about the features.

As noted above, Mr. Vasiu also argues that the strata's claim is brought in bad faith, and I have already concluded that this is not the case.

52. Section 123(2) of the Act provides the tribunal with discretion to make orders directed at a strata, its council or a person who holds 50% or more of the votes, if the order is necessary to prevent or remedy a significantly unfair action, decision or exercise of voting rights in strata property disputes.
53. The British Columbia Supreme Court recently confirmed the tribunal's jurisdiction to remedy significant unfairness on the part of a strata corporation: *The Owners, Strata Plan BCS 1721 v. Watson*, 2018 BCSC 164 at para. 119.
54. Since section 123(2) of the Act is substantially similar to section 164 of the SPA, the case law interpreting section 164 of the SPA is instructive. The leading case on significant unfairness is *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44. In order to be significantly unfair, the conduct at issue must be more than "mere prejudice" or "trifling unfairness". To meet the threshold, the actions of a strata corporation would at the very least encompass oppressive conduct and unfairly prejudicial conduct or resolutions. Oppressive conduct is conduct that is "burdensome, harsh, wrongful, lacking in probity or fair dealing, or has been done in bad faith." Unfairly prejudicial conduct means "conduct that is unjust and inequitable." See also: *Sherwood v. The Owners, Strata Plan VIS 1549*, 2018 BCSC 890.
55. On the record before me, I cannot find that the strata's decision to require Mr. Vasiu to remove the obstruction is significantly unfair. In coming to this conclusion, I rely on the following findings.
  - a. The strata did not authorize the obstruction.
  - b. The strata's decision to require Mr. Vasiu to remove the obstruction was in keeping with the bylaw and the provisions of the SPA.

- c. There is no evidence that the strata has permitted other owners to obstruct their neighbours' or the strata's access to hose bibs.
- d. There is no evidence that the strata has failed to enforce its own bylaws.

56. For these reasons, it cannot be said that the strata's conduct toward Mr. VasIU is oppressive or unfairly prejudicial. As such, I conclude that the strata has not acted in a significantly unfair manner. I therefore find that the strata is entitled to require Mr. VasIU to remove the obstruction permanently.

***What, if any remedies should the tribunal award the strata?***

57. The strata asks the tribunal to find that the hose bib is common property, which I have already done. The strata also seeks orders that Mr. VasIU permanently remove the obstruction and provide the occupants of the neighbouring unit and the strata with unrestricted access to the hose bib. I agree that these are appropriate and make those orders, as well as an additional order that permits the strata to remove the obstruction at Mr. VasIU's expense if he does not remove the obstruction within 10 days of the date of this decision.

58. I now turn to the strata's claim for fines.

59. The strata claims that Mr. VasIU should pay bylaw fines of \$200 for the obstruction assessed on a weekly basis as a continuing contravention from June 9, 2017 until the date of this decision – a period of almost 2 years. As of the date the strata filed this dispute with the tribunal (February 23, 2018), the strata calculated the bylaw fines to be \$7,700 for Mr. VasIU's ongoing breach of the bylaw. As of the date of this decision, I calculate that this would amount to approximately \$20,000.

60. Mr. VasIU says that the fines were imposed in violation of the SPA.

61. The penalties for breaching the strata's bylaws are as follows:

- a. the strata may fine an owner a maximum of \$200 for each contravention of a bylaw (section 24); and

- b. the strata may impose fines every 7 days for a continuing contravention of the bylaws. A continuing contravention occurs where an owner does something or refuses to do something that is a breach of a bylaw that carries on uninterrupted for more than 7 days (section 25).
62. Section 132(2) of the SPA permits a strata to enact bylaws that set different fines for different bylaws, and how often fines may be imposed for continuing contraventions of the bylaws – provided that the maximum amount and frequency of the fine does not exceed the maximums set out in the regulations. I find that the amount of the fines and frequency of the fines set by the strata’s bylaws in issue are consistent with the regulations.
63. Section 135 of the SPA sets out the procedure to be followed by a strata when imposing a fine for breach of a bylaw. Strict compliance with section 135 of the SPA is necessary in order for the strata to collect fines: *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449.
64. Before imposing a fine, section 135 requires that a strata must have: a) received a complaint; and b) given the owner written details of the complaint and an opportunity to answer, including a hearing if requested. The strata must also give notice, in writing, of the decision, as soon as reasonably possible. Once the strata has met the requirements of section 135, it may impose further fines or other penalties for continued contraventions of the same bylaw without having to go through the same exercise.
65. Mr. VasIU suggests that the strata did not comply with the requirements of section 135 because the strata did not receive complaints in writing and did not provide evidence to corroborate the existence of formal complaints. With respect to the first point, I note that the SPA does not require that the strata receive complaints in writing. If that was what was intended, the SPA would have specified this as a requirement. See: *The Owners, Strata Plan NW3075 v. Stevens*, 2018 BCPC 2 at para. 52. In response to the second point, on the evidence I am satisfied that the strata received complaints that Mr. VasIU blocked access to the hose bib. I find that

the strata provided written details about the complaints to Mr. Vasiu. I am also satisfied that the strata gave Mr. Vasiu an opportunity to answer the complaints in advance of the strata's determination that he blocked access to the hose bib in breach of the bylaw and to assess fines.

66. As a result, I find that the strata has complied with section 135 of the SPA in assessing a \$200 fine for breach of the bylaw. I also find that the strata was entitled to impose fines for the continuing contravention of the bylaw. The remaining question is whether the amount of the fines assessed is reasonable.
67. The strata's bylaws set fines for breaches of the bylaw in issue at \$200. The bylaws also give the strata discretion to assess fines every 7 days for a continuing contravention.
68. Fines are assessed to discourage violations of a strata's bylaws – not to correct bylaw violations. As such, the purpose of fines is punitive rather than compensatory. See: *Kok v. Strata Plan LMS 463* (1999), 23 R.P.R. (3d) (B.C.S.C).
69. I accept that the \$200 fine was prescribed by the bylaws. I also accept that the respondents' refusal to remove the obstruction amounted to a continuing contravention for which the strata had discretion to assess further fines periodically. I am not, however, prepared to order that the entire amount be paid – particularly given the strata had discretion to remove the obstruction at Mr. Vasiu's expense. In this regard, I note that it took the strata several years to commence this dispute to deal with the problem. Overall, I find that the strata is only entitled to payment of fines assessed once a month from June 9, 2017 to the date of this decision, which I find amounts to \$4,600. All other fines that the strata assessed against Mr. Vasiu that are part of this dispute must be reversed.

### ***Mr. Vasiu's Counterclaim***

70. In his counterclaim, Mr. Vasiu alleges that the strata has failed to deal with a rat infestation above his unit in breach of the strata's obligation to maintain common

property under section 72 of the SPA. Mr. VasIU suggests that the strata intentionally refused to address the problem in bad faith and that strata's corresponding actions are significantly unfair. He seeks orders requiring the strata to deal with the infestation problem, remediate the attic space above his unit and pay damages totaling \$5,400 for his loss of use of the unit during the infestation.

71. The strata says that it responded to the applicant's request for pest control in a timely manner, the issue was dealt with, and that there is no ongoing infestation or related problems. The strata also states that it has a reasonable pest prevention and maintenance program, and that it has met its obligation to maintain common property. For the following reasons, I accept the strata's position:

- a. Based on the strata minutes and correspondence between the strata and its pest control contractors, the strata appears to have a reasonable pest prevention program.
- b. The strata answered Mr. VasIU's initial request in May 2016 to deal with a rat problem promptly and responsively, by making arrangements for the pest control contractor to inspect the problem, set traps and take any other appropriate measures to remove the rats.
- c. One of Mr. VasIU's neighbours also reported the rat issue within a week of Mr. VasIU's complaint and says that the issue was dealt with immediately.
- d. The strata supplied photographs taken in June 2016 showing rat traps installed to deal with the problem.
- e. A short time later Mr. VasIU reported the rats were back, and the strata dispatched its pest control contractor to deal with the issue.
- f. Thereafter, there does not appear to have been further complaints about rats in the attic above Mr. VasIU's unit until 2018, which suggests that the issue had been dealt with.

- g. After Mr. VasIU raised the issue in 2018, the strata took steps to investigate and found no evidence of rats living in the attic. It took steps to have its contractors remediate damage and contamination from the earlier presence of rats and supplied evidence to that effect.
  - h. There is no evidence that the rats have returned since then.
72. Having determined that the strata appropriately dealt with Mr. VasIU's reports of rats in the attic above his unit, it is not necessary to consider his other arguments that were not part of the counterclaim, or request for remedies.
73. In the result, I dismiss Mr. VasIU's counterclaim.

## **TRIBUNAL FEES AND EXPENSES**

74. 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. Given the strata was successful in its claim, I find that it is entitled to reimbursement for tribunal fees or expenses.
75. The strata spent \$225 in tribunal filing fees and an additional \$169.05 in expenses to personally serve Mr. VasIU using a process server. No explanation was provided by the strata as to why it was reasonable to use the services of a process server, as opposed to sending the dispute notice by registered mail, for example. In the circumstances, I find that \$50 for dispute related expenses is reasonable. The strata also included an invoice for legal fees. Except in extraordinary cases, the tribunal will not order a party to pay another party fees charged by a lawyer in the tribunal dispute process. I find that there are no extraordinary circumstances in this case to justify such an order.
76. The strata must comply with the provisions in section 189.4 of the SPA, such as not charging dispute-related expenses against the owner.



77. Because Mr. VasIU did not succeed in his claim, he is not entitled to reimbursement for his tribunal fees or claimed expenses.

## **ORDERS**

78. I order that Mr. VasIU must:

- a. permanently remove the obstruction within 5 days of the date of this order;
- b. thereafter, provide the occupants of the neighbouring unit and the strata unrestricted access to the hose bib;
- c. within 30 days of the date of this order pay the strata
  - i. \$4,600 in fines;
  - ii. \$275 in dispute related expenses; and
  - iii. \$68.98 in pre-judgment interest under the *Court Order Interest Act*.

79. If Mr. VasIU does not remove the obstruction within 10 days of the date of this order, the strata may remove the obstruction at Mr. VasIU's expense.

80. The strata is also entitled to post-judgment interest, as applicable, from the date of this order.

81. I order that Mr. VasIU's counterclaim is dismissed.

82. 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.

83. 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.

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Jordanna Cytrynbaum, Tribunal Member