



# Civil Resolution Tribunal

Date Issued: July 3, 2019

File: ST-2017-007312

Type: Strata

Civil Resolution Tribunal

Indexed as: *Kuan et al v. The Owners, Strata Plan NW 2603*, 2019 BCCRT 802

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

David Beckett and Chia Fang Kuan

**APPLICANTS**

**A N D :**

The Owners, Strata Plan NW 2603

**RESPONDENTS**

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## **REASONS FOR DECISION**

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Tribunal Member:

Salima Samnani

### **INTRODUCTION**

1. The strata is a strata established under the *Strata Property Act* (SPA) located in Surrey, BC (strata). The applicants are owners of strata lot 46, in the strata (owners).
2. The strata is a 30 year old self-managed strata comprised of 52 strata lots.

3. The applicants make several allegations against the strata including that it has:
  - a. failed or neglected to fairly enforce parking by-laws and bulletin board rules;
  - b. failed to provide access to correspondence sent to and from the strata since December 2016;
  - c. failed to enforce WorkSafe BC regulations;
  - d. failed to reimburse the owners for a leaky valve and a door handle;
  - e. used an unqualified service person to make repairs on the owners' strata lot;
  - f. passed an invalid by-law regarding camera and video recording use; and
  - g. caused the applicants distress, anxiety, loss of enjoyment of their strata lot, loss of enjoyment of life, and loss of reputation.
4. The owners are seeking various remedies which largely include orders that the strata comply with the by-laws, correct its alleged misconduct, and apologize. The owners are also seeking reimbursement of dispute-related expenses.
5. The owners and strata are both self-represented.

## **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, and 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. 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**

10. The issues in this dispute are:
  - a. Has the strata been unfair to all owners, especially the applicants in enforcing parking and bulletin board bylaws?
  - b. Does the strata have an obligation to provide the owners with correspondence they receive or send? If so, have they been unfair in providing such correspondence to the owners?
  - c. Does the strata have an obligation to enforce Worksafe BC regulations? And if so, have they been negligent?
  - d. Is the strata responsible for the replacement of the owners' leaky shut-off valve and screen door handle?
  - e. Is the camera and video-taping by-law passed at the annual general meeting invalid?
  - f. Did the strata use an unqualified person to repair gyprock in the owners' unit? And if so, was the repair deficient and in need of further repair?

- g. Has the strata acted in a way that has caused the owners anxiety, loss of enjoyment of the strata lot, life, and a loss of reputation?

## **EVIDENCE, POSITION OF PARTIES AND ANALYSIS**

11. All parties in this dispute have provided an extraordinarily large volume of evidence. I have read all of the evidence provided, but refer only to evidence I find relevant to provide context for my decision. As with all civil claims, the applicant bears the burden of proving his claims on a balance of probabilities.

### ***Parking and Bulletin Board By-Laws***

12. The applicant argues that the strata has failed to fairly enforce bylaws regarding the bulletin board and parking. The applicants' evidence for the parking enforcement is mainly around a few and mostly one strata owner violating parking by-laws from 2016 to 2018. Evidence regarding the enforcement of the bulletin board bylaws is that there was a thank you card that remained on the bullet board for at least 13 days, regardless of a 7 day limit, and that a Christmas singing invitation was placed on the bulletin board undated.
13. The strata argues that in both instances the strata acted reasonably in deciding to enforce the bylaws within their discretion. The strata provided a detailed explanation of speaking with the owner that was violating parking bylaws. The strata says they used their discretion to determine that the parking bylaws were only violated for very short periods of time during the day, and that the violation did not cause any nuisance to any other strata owner. As for the bulletin board violations, the strata has also provided a detailed explanation of why the notice and card were allowed to stay posted.
14. The courts in British Columbia have given broad discretion to the manner in which a strata corporation chooses to enforce its bylaws. The courts will not generally dictate the manner in which the strata corporation's duty to enforce bylaws should occur. The courts have ruled that stratas are at liberty to give a liberal interpretation to their bylaws and exercise their discretion in reasonable and realistic manner, as

long as they ensure that in doing so, the strata is not prejudicial to others. ( See *Strachan v. The Owners of Strata Corporation VR574*, 1992 Canlii 2233 (BCSC)).

15. The courts have determined that “significantly unfair” actions are burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust or inequitable (see *Reid v. Strata Plan LMS 2503*, 2003 BCCA 128). The British Columbia Court of Appeal considered section 164 of the SPA in *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44. The test established in this case was restated in *The Owners, Strata Plan BCS 1721 v. Watson*, 2017 BCSC 763, as follows: What is or was the expectation of the affected owner or tenant? Was that expectation on the part of the owner or tenant objectively reasonable? If so, was that expectation violated by an action that was significantly unfair?
16. The British Columbia Court of Appeal confirmed that a strata corporation does not need to enforce a bylaw, even in cases of a clear breach, where the effect of that breach on others is trifling. See *Abdoh v. The Owners of Strata Plan KAS 2003*, 2014 BCCA 270 (CanLII) (*Abdoh*), a case involving a strata lot owner seeking to prevent the strata corporation from allowing a tenant from storing goods in a designated parking area.
17. The owners have the burden of proving their case on a balance of probabilities, and I find they have not done so. I find that the expectations of the owners were objectively unreasonable in their requirement that every small breach of the bylaws be investigated. As such, they do not meet the test of having been treated in a significantly unfair manner. I find that the strata took reasonable and thorough steps in evaluating the breaches of the strata bylaws and rules with regards to the parking and bulletin board, including issuing letters, speaking with the violators, and deliberating different courses of action. I find that the many of the breaches of bylaws that the owners complain about are trifling. The strata engaged its discretion in a reasonable manner to determine their course of action depending on the severity and regularity of the bylaw breaches. I do not find that the strata treated any owner in a significantly unfair manner or enforced the bylaws in a significantly unfair manner.

18. I dismiss this claim in the dispute.
19. The owners in their submissions made several other allegations against the strata of not fairly enforcing other bylaws such as the pet bylaw and others. These allegations were not a part of the claim; however, as both sides have submitted evidence and substantial submissions regarding these other allegations, I will deal with them briefly. In every instance of alleged unfair enforcement brought forward by the owners, the strata demonstrated it acted reasonably in exercising its discretion in enforcing the bylaws. It would be wholly untenable and create a hostile living environment in a strata, if all bylaws were rigidly enforced without any consideration of external factors. I find that in each instance the strata provided evidence of providing warnings and dealing with the matters in a fair, reasonable, and appropriate manner.

### ***Correspondence***

20. The owners claim they were not provided with correspondence sent by and sent to the strata from December 2016 onwards.
21. From 2016 to 2018 the applicants made a number of requests to view and/or get copies of documents in the strata's possession. The strata refused the request for documents citing privacy laws did not allow them to release the documents as the documents concerned other owners. The strata argues that although it was incorrect in its belief, it was honestly mistaken. In the first half of 2018 the strata realized it was incorrect, and it could provide at least some of the documents to the applicants. It seems there was some delay in advising the applicants that they could view the documents, but they were informed. The strata made copies of the requested documents and as allowed under the *Strata Property Regulation* (Regulation), issued a bill for the copies.
22. The applicants refused to pay this bill and the applicants' lawyer wrote to the strata stating that the applicants only wanted to inspect the documents and did not want copies.

23. It seems that the strata have yet to provide the documents or allow inspection of the documents; however, copies have been made.
24. Section 36 of the SPA provides that on receiving a request, the strata must within 2 weeks make the records and documents referred to in section 35 available for inspection and provide copies to an owner, within 2 weeks.
25. Given that strata councils are volunteer run and often do not have lawyers on the council, it is reasonable that the strata may not have understood the interaction between privacy laws and the SPA. However, the applicants and strata have a very long and deep history of litigation, and both sides have access to legal counsel. Even when the strata realized it was in error in denying the records that the applicants were seeking there was delay in informing them.
26. As to the photocopying costs of the documents, the Regulation allows the strata to charge the applicants for copying costs. However, there is no cost for inspecting the documents requested. The strata argue that they were asked to provide copies of the documents. This is supported by evidence that in 2016 the applicants gave the strata fifty cents upon making a request for documents, plus other documentary evidence, including a letter of June 2018 posted publicly by the applicants where they request copies of documents. However, this understanding is tempered by the letter from the applicants' counsel in November of 2018 where they clarify that the applicants do not want copies, but simply want to inspect the documents.
27. I find that under the SPA the strata are obligated to provide copies or an opportunity to inspect documents in the categories listed under s.35 of the SPA. Although, the strata may have been working under a genuinely held belief that they were not able to provide such documents due to privacy laws, they delayed in discharging their duty.
28. In *Ottens et al v. The Owners, Strata Plan LMS 2785 et al*, 2019 BCCRT 730, the tribunal said, "the applicants are correct that section 36 of the SPA is a mandatory disclosure provision. I find that there is no authority either in the SPA or the PIPA for the strata to refuse to disclose or redact correspondence sent or received by the

strata council. My conclusion is consistent with the Office of the Information and Privacy Commissioner's publication entitled "PIPA and Strata Corporations: Frequently Asked Questions", the *British Columbia Strata Property Practice Manual*, and the reasoning in *Betuzzi v. The Owners, Strata Plan K350*, 2017 BCCRT 6."

29. I also find that the strata acted reasonably in making copies of the documents requested, once it was aware of its error regarding privacy laws. It was reasonable for the strata to determine that the applicants wanted copies of the documents given their publicly posted letter, and that the applicants had previously provided money when making a request ahead of being billed by the strata.
30. In the instance before me, I find that the applicants changed their minds as to whether they wanted to simply view the documents requested or wanted copies of the documents.
31. As set out in *Kayne v. Strata Plan LMS 2375*, 2007 BCSC 1610, while an owner is entitled to review books of account and financial statements, for the purposes of section 35 this does not include the underlying bills, invoices or receipts reflected in financial statements. As noted in *Kayne*, the purpose of the SPA is to provide information as to how money has been spent, and the books of account must show money received and spent. As also set out in *Kayne*, emails between council members are not producible under section 35 of the SPA. As such, the applicants are not entitled to the documents they have requested regarding Orkin Pest Control as it an underlying bill, invoice and/or receipt.
32. In conclusion, neither party in this claim behaved in a way that was diligent and consistent. I find that the applicants changed their mind about viewing versus getting copies of the documents, and it was reasonable for the strata to copy and bill for the documents. However, due to the delay by the strata, I order that within two weeks of this decision, the strata provide the applicants with the already compiled copies of the documents at half the cost of photocopying, \$8.63. The strata are not required to provide the Orkin Pest Control invoices. I further order that for any documents which have not been copied, but have been requested, the



applicants provide a list to the strata that clearly states beside each request which documents the applicants want to inspect and which documents they want copied. Within three weeks of receiving this list from the applicants, the strata must either provide a copy of each document or make it available for inspection, as specified on this list. The strata may charge the owners for these copies, consistent with the Regulation.

### ***WorkSafe BC***

33. The applicants argue that the strata failed to enforce WorkSafe BC rules in allowing handyman, volunteers, and contractors to work on the strata property without appropriate safety gear.

### ***Does the Strata have an Obligation to Enforce WorkSafe BC Regulations?***

34. The *Workers Compensation Act* (WCA) applies to workers, and in some instances may or may not include volunteers. The WCA is enforced by the Workers' Compensation Board. Under the WCA all employers have a duty to provide a safe work environment, and workers have a duty to act diligently in protecting their safety.
35. The applicants submit that since 2011 they have been collecting evidence of unsafe work practices on the strata property. This includes unsafe work practices by volunteers, strata owners working on their own strata lots, a handyperson that lives on site, and other contractors. They have provided photo and other documentary evidence of what the applicants say is unsafe.
36. The strata argues that it is not required to police the safety practices of people working on their own strata lots, or volunteers. As for the handyperson, the strata says the handyperson has been working for the strata for 23 years and follows safety practices.
37. In reference to the specific allegations that volunteers are using ladders unsafely, the strata agreed the volunteers could have acted more safely, and provided

evidence that the strata spoke to the volunteers and also provided them with a WorkSafe BC ladder safety checklist. With regards to the handyman not using a harness, the strata submit that it has provided him with a harness and continue to remind him to use the harness. As for the allegation that the strata hired contractors that do not have coverage through WorkSafe, the strata provided a letter from a contract painter hired in 2018, which states that they have WorkSafe BC coverage.

38. I find that the applicants have not proved their claim on a balance of probabilities. I find that the strata has acted diligently and in fact have gone above their obligations to ensure the safety of volunteers. I dismiss the claim of the applicants' that the strata have not acted in accordance with their requirements under the WCA.

### ***Shut-off Valve and Screen Door Handle***

39. The applicants claim they have not been reimbursed for a leaky shut-off valve and screen door handle, both of which they claim are the responsibility of the strata.

40. In 2010 members of the strata council noticed water damage in the strata lot below the applicants' strata lot. These members attended the applicants' strata lot and learned that the shut-off valve under the bathroom sink was leaking.

41. The owners say they waited 8 years for the strata to fix the valve, and then eventually fixed it at their own cost. They are seeking reimbursement for this repair.

42. The strata says that at the time the applicants' valve was malfunctioning the bylaws provided that this repair was the responsibility of the owners. The strata also says that the owners are barred by a six year limitation period in recovering this cost, and that the owners performed the repair without giving the strata the chance to assess the damage and the required remedy.

43. Section 72 of the SPA says the strata only has a duty to maintain and repair common property, unless specified otherwise in the bylaws. In 2010, at the time when the valve was leaking, bylaw 2(1) stated that an owner is responsible for the repair and maintenance of their strata lot.

44. I accept the evidence before me that the water shut off valve that needed replacement was wholly located within the strata lot and not in a wall forming a boundary with common property or another strata lot. I find that the shut off valve was not common property as defined by s.1(1) of the SPA.
45. As for the screen door handle, both parties agree that the maintenance and repair of the door handle is the responsibility of the strata, as per bylaw 16(1)(c). The strata's reasoning for not paying for the repair of the screen door handle centres entirely around an argument that the strata should have first been informed of the issue and been given a chance to assess and fix the issue, rather than the owner taking this matter into their own hands.
46. The strata for the most part seems to follow this procedure whereby when an owner requires a repair which the strata would be responsible for, the strata is first informed, allowed to make a determination of the scope of the repair, and the owner is either reimbursed for the repair or the strata pays for the repair.
47. However, this approach was not followed as it related to a screen door replacement dealing with a different owner, as seen in the notes from a strata meeting discussing whether this owner would be reimbursed. This owner was reimbursed for screen door repairs, regardless of not seeking prior strata approval. However, this owner later returned the money provided to them for their repairs, stating that it would be unfair for them to receive the reimbursement given they did not seek approval, and they wanted to set an example by returning the money. I note that the strata did not seek this reimbursement, but the owners voluntarily returned the money.
48. I find that the strata has been inconsistent in enforcing the pre-approval procedure for repairs as it relates to common and limited common property, particularly as it relates to the screen door.
49. Given my findings, I dismiss the claim of the applicants to be reimbursed for the shut-off valve, but order that within two weeks of the date of this order the strata reimburse the applicants the cost of the replacement of the screen door handle. The applicants have sought reimbursement of \$1000 for both items; however, the

receipt for the door handle is for \$7.61. I order that the strata must refund the applicants in the amount of \$7.61 plus interest.

## **Gyprock**

50. The applicants claim that the strata is requiring them to allow an unqualified person to repair the gyprock covering the pipes in their walls. The applicants are seeking an order that the strata hire a professional gyprock worker to repair the walls.
51. There is no dispute that the strata are responsible for fixing the gyprock in the applicants' strata lot. The strata launched an initiative to protect the aging water pipes in the strata corporation which required it to drill a small hole in the wall of each strata lot and place a pressure regulating valve and water shut-off valve in the pipes of each strata lot. The strata planned on repairing the hole by hiring a long-time onsite handyman to place a colour co-ordinated access panel over the hole in all of the units. The strata says that when the handyman attended the owners unit he was denied entry to install the panel and assess if any gyprock needed repair. The owners agree that they did not allow the handyman to enter their suite for this purpose as they do not believe he is qualified to perform this work.
52. The owners argue, but did not provide any evidence, that the handyman cannot perform the task adequately.
53. The owners argue that the strata has used a professional construction company to fix the gyprock in other people's strata lots. I have reviewed the evidence provided by the owners regarding this argument, and the evidence shows that professional gyprock repair people were used to repair water damage. There is no evidence that professional gyprock repair people were used for this purpose.
54. The law is clear that strata corporations only need to provide a good solution to an issue, not the best option. Further, the courts have provided that the standard is reasonableness. (see *Weir and Taychuk v. Strata Plan LMS 744*, 2002 BCSC

1638). This tribunal has found that the strata corporation does not have a duty to provide contractors in accordance with the requirements of any specific owner (see *Swan v. The Owners, Strata Plan LMS 410, 241*).

55. I find that the strata has acted reasonably in suggesting a long-time handyman fix the gyprock and the owners have not proved their claim on a balance of probabilities. As such, I dismiss the applicants' claim that professional gyprock worker be hired for the applicants' repair.

### ***Invalid By-law***

56. On December 5, 2107, the strata owners passed the following bylaw amendment:

An owner, tenant or occupant, or visitor shall not take pictures and/or video of, on or, about common property or limited common property of any person or thing without the express permission of that person or the express permission of the Strata Council if wishing to take pictures and/or video of any person or thing.

57. Thirty-nine owners voted in favour of this resolution, 5 were opposed, and 1 owner abstained. The resolution was voted in by a  $\frac{3}{4}$  vote at a general meeting, as required by the SPA.

58. I find the bylaw is not invalid based on the evidence above.

59. The applicants argue that this bylaw is unenforceable as it targets them specifically and it is discriminatory. The strata argue that the bylaw was passed in accordance with the requirements of the SPA, the bylaw is necessary due to the conduct of the applicants, and does not discriminate against the applicants as it applies to all owners.

60. There is a long and litigious history between the applicants and the strata, and various owners. The applicants and strata have received decisions from the BC Human Rights Tribunal, the BC Supreme Court, the BC Provincial Court and this tribunal. In reviewing all the decisions which were provided to me, the submissions that were made to these various courts and tribunals, and the large volume of

evidence provided in this claim, it is fair to say that the relationship between the parties is one of extreme surveillance and acrimony. The applicants seem to police all owners to a remarkable level which is evidenced by the many lists provided to the tribunal that detail a large volume of infractions by other owners. To substantiate the violations, the applicants have provided many pictures of people driving and parking, of people's balconies, garages, and so on. Further, much of the applicants' claims and submissions are about the strata not fining and enforcing the bylaws in every instance that they are broken.

61. The resolution passed on December 5, 2017 starts off by saying:

Whereas as an owner has been, an continues to, take unwanted pictures and video of persons and things on common property and limited common property; and whereas the owner continues this practice after being told that they were told to stop doing so; Whereas this picture and video taking has caused significant concern to many owners and resulting in legal action.

62. The strata is clearly targeting the applicants in the preamble to the bylaw. This preamble entrenches an 'us vs. them' mentality within the owner community, something that has been noted by the human rights tribunal, by this tribunal, and the both the applicants and strata in their submissions.

63. Both parties have submitted evidence of the use of dash cameras in other owners' vehicles. The applicants argue that the dash cameras violate the bylaws as much as the applicant's handheld cameras, however, the strata allows the dash cameras and argues that these cameras are for safety reasons in case of an accident.

64. According to s. 121(1)(a) of the SPA, a bylaw is not enforceable to the extent that it contravenes the SPA, the SPA regulations, the *Human Rights Code* or any other enactment or law,

65. On the evidence provided to me, including that many people are using dash and other cameras to video tape and take pictures of each other, I find that the bylaw is not discriminatory. The bylaw applies to all owners and its effect will be felt not just

by the applicants, but also strata council members and other owners. In the evidence provided to me, there were pictures and references to pictures provided by both sides. From my thorough reading of the evidence provided, it is clear that the surveillance culture in the strata corporation is causing many owners distress, cameras are being used as a tool of harassment, and that a lot of confrontation is caused by owners being photographed and taped, and then retaliating in kind. This bylaw seems like a common sense measure that may help ease the tensions in between many owners.

66. I will note that dash cameras by their very design turn on immediately when a car is turned on. As such, dash cameras violate the bylaw, unless manually disconnected when driving on and off the common and limited common property.

67. I find the bylaw is not invalid, unenforceable or discriminatory.

68. Given my findings above, I dismiss this claim of the applicants.

### ***Loss of Enjoyment and Use of Strata Lot***

69. The applicants claim that the behaviour of the strata has caused them distress, anxiety, loss of enjoyment of their strata lot and loss of life and reputation. They are requesting a letter of apology.

70. The strata argues that the applicants are the cause of their own misfortunes due to their zeal to police other owners.

71. This tribunal has found in other cases, that written and verbal apologies in situations such as these cannot be ordered by the tribunal, as an apology cannot legally resolve a strata property dispute. Further, the tribunal has decided that forced apologies would serve no purpose (see *Lo v. The Owners, Strata Plan VR 2100*, 2018 BCCRT 366).

72. I find that the owners' behaviour is a contributing factor in their loss of enjoyment of their strata lot, loss of enjoyment of life, loss of reputation, distress and anxiety.

73. Due to my findings above, I dismiss this claim of the applicants.

## **TRIBUNAL FEES, EXPENSES AND INTEREST**

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. As the applicants have been largely unsuccessful, I dismiss the applicants' claim for fees and expenses.

75. The *Court Order Interest Act* (COIA) applies to the tribunal. The applicant is entitled to pre-judgement interest on the \$7.61 owing from June 30, 2016, the date of the invoice of the door handle, to the date of this decision. I calculate the pre-judgement interest to be \$0.27.

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

## **DECISION AND ORDERS**

77. I order that:

- a. Within two weeks of this decision, the strata provide the applicants with the already compiled copies of the documents at half the cost, \$8.63.
- b. The strata is not required to provide the Orkin Pest Control invoices.
- c. Any documents which have not been copied, but have been requested, the applicants provide a list to the strata that clearly states beside each request which documents the applicants want to inspect and which documents they want copied. Within three weeks of receiving this list from the applicants, the strata must either provide a copy of each document or make it available for inspection, as specified on this list. The strata may charge the owners for these copies, consistent with the Regulation.



d. I order that the strata must refund the applicants for the door handle in the amount of \$7.61, plus \$0.26 in interest.

e. All other claims are dismissed.

78. The owners are also entitled to post judgement interest under the *Court Order Interest Act* R.S.B.C. 1996, c. 79, as amended, as applicable.

79. 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 123.1 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.

80. 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 123.1 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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Salima Samnani, Tribunal Member