



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Mitchell et al v. The Owners, Strata Plan VR 284*, 2019 BCCRT 818

B E T W E E N :

AMY MITCHELL and IAN BRETT

APPLICANTS

A N D :

The Owners, Strata Plan VR 284

RESPONDENT

REASONS FOR DECISIONⁱ

Tribunal Member:

Eric Regehr

INTRODUCTION

1. The applicants, Amy Mitchell and Ian Brett, are the owners of a strata lot in the respondent strata corporation, The Owners, Strata Plan VR 284 (strata). The applicants claim that the strata failed to repair and maintain common property,

which in turn caused damage to their strata lot by allowing water to penetrate the building envelope.

2. As I interpret their submissions, the applicants ask for the following orders:
 - a. The strata repair the applicants' laminate floor, the applicants' patio, the damaged chimney on the roof, and the waterproof membrane under their patio.
 - b. The strata inspect the building's concrete foundation and repair any cracks and leaks.
 - c. The strata arrange for its insurer to inspect fire damage on their patio and make the necessary repairs.
 - d. The strata pay \$50,000 in damages for "economic loss" caused by its failure to promptly repair and maintain common property.
3. The applicants also ask for an order that the strata disclose documents, which I set out in more detail below.
4. The applicants are represented by Ms. Mitchell. The strata is represented by the strata council president.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.

7. 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.
8. 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, order a party to pay money, order any other terms or conditions the tribunal considers appropriate.

ISSUES

9. The issues in this dispute are:
 - a. Did the strata fulfill its repair and maintenance obligations with respect to the applicants' patio?
 - b. What is the most likely cause of the damage to the laminate flooring in the applicants' strata lot? What repairs to common property, if any, are required?
 - c. What order, if any, is appropriate to ensure the strata's insurer responds to the fire damage on the applicants' patio?
 - d. Should I make any orders for disclosure of documents, either under section 61 of the Act or section 36 of the *Strata Property Act* (SPA)?

BACKGROUND AND EVIDENCE

10. In a civil claim such as this, the applicants must prove their case on a balance of probabilities. While I have read all of the parties' evidence and submissions, I only refer to what is necessary to explain and give context to my decision. In particular, I acknowledge that the applicants provided extensive materials dating back to 2005.

While some of the materials provided helpful background, I will not summarize them in this decision because they have no direct bearing on the outcome of this dispute.

11. The strata consists of 17 residential strata lots in a 3-story building. The applicants' strata lot is on northeast corner on the ground floor. They have owned it since June 28, 2017.
12. The applicants' strata lot includes a large patio and garden area, which is limited common property for their exclusive use. The interior includes a wood burning fireplace in the living room. A previous owner installed laminate flooring throughout much of the strata lot.
13. The strata has an underground parking lot with a concrete slab ceiling. The footprint of the building is smaller than the underground parking, so the ground floor patios are constructed on top of the concrete slab. The applicants' patio is an elevated wood deck with wood beams attached to the concrete slab as a foundation and deck boards nailed on top of the foundation beams.
14. The strata filed a complete set of bylaws in the Land Title Office on March 11, 2002. This dispute is primarily about the repair and maintenance of the applicants' patio, the concrete slab underneath the patio, and the chimneys on the roof, all of which are common property. It is undisputed that the bylaws require the strata to repair and maintain these parts of the building.
15. In 2007, the strata's main contractor, CSA, completed repairs to the building envelope, which included the installation of waterproof membrane around the perimeter of the building on top of the concrete slab.
16. On July 16, 2018, the applicants wrote a letter to property manager. They said that the failure of the strata to repair and maintain their patio, the concrete slab and the waterproof membrane had caused water to seep into their strata lot and warp the laminate flooring.
17. In response, the strata arranged for a contractor, KCS, to inspect the applicants' patio. KCS provided a report dated August 12, 2018. They noted that there were

rotten wood planks on the patio and the adjacent retaining walls. They also noted damage to the laminate flooring in the living room. They said that the water ingress was most likely from the patio or chimney, although they were not able to determine the source with certainty. They recommended repairing the chimney caps on the roof and the membrane on the patio, replacing the wood deck after repairing the membrane, and replacing the wood retaining wall around the garden.

18. On August 13, 2018, the applicants emailed the strata asking when the repairs that KCS recommended would be completed. The strata responded that they would call an emergency meeting to discuss it. Given the scope and cost of the proposed repairs, the strata decided to get a second opinion, which the strata says is its standard practice for larger projects.
19. Over the next 2 weeks, another contractor tried but failed to arrange a time to inspect the applicants' strata lot. Both sides blame the other for the failure to have the contractor attend, but I find that it makes no difference to the outcome of this dispute who caused the delay.
20. In November 2018, there was a leak in the strata council president's strata lot. The strata's insurer retained a contractor, CJB, to repair the damage. The strata wanted CJB to inspect the applicants' strata lot while CJB was on-site. The applicants' refused to allow CJB to inspect their strata lot.
21. Unhappy with the strata's treatment of their concerns, the applicants hired their own expert, who is a home inspector and technical specialist, to provide an opinion about the cause of the damage to the laminate flooring.
22. The applicants' expert provided a report dated December 24, 2018. The applicants' expert said that he could determine no potential source of water other than the fireplace assembly and the concrete slab on which the unit was constructed. He ruled out any interior source. He observed high moisture readings along the floor.
23. On the roof, the applicants' expert observed deteriorated mortar at the cap of the chimney and around the smoke flue, which he said were "obvious" water entry

points. Once water entered the chimney stack, the applicants' expert said it would travel down the path of least resistance and pool once there was nowhere else for it to go. I infer that he meant that it would pool on top of the concrete slab underneath the applicants' floor, contributing to the damage to the laminate flooring.

24. On the patio, the applicants' expert noted that, for the most part, there was no waterproof membrane over the concrete slab. Based on the pattern of wetness, the applicants' expert believed that the concrete sloped towards the building. He said that re-sloping the concrete to drain water away from the building was the only way to stop water ingress.
25. The applicants' expert also noted that the foundation beams were rotten, making the substructure of the deck "essentially useless". He said that it was only a matter of time before the deck failed and said it was a safety hazard. The applicants' expert concluded that the water that was damaging the laminate flooring was from the chimney, the patio, or both.
26. The strata received a depreciation report in mid-December 2018. The report referred to deterioration of the applicants' patio and said that repairs or replacements were "to be determined". The report provided for the replacement of the waterproof membrane and wood structure of the patios in 2025.
27. There was a small fire on the applicants' patio in late December 2018, which damaged several deck boards and a portion of a patio doorframe.
28. On January 15, 2019, the strata wrote to the applicants that CSA would attend on January 18 to inspect their patio. Again, the parties each blame the other about why this inspection did not happen, but again, I find that it makes no difference to the outcome of this dispute.
29. On March 18, 2019, the applicants wrote to the strata asking for confirmation about when a contractor would attend their strata lot. They also asked why no one had inspected the fire damage.

30. On March 20, 2019, the property manager emailed the applicants that the strata's insurer had contacted the property manager about the fire damage claim.
31. CSA inspected the applicants' patio and strata lot on April 25, 2019. During the inspection, the CSA employee said that there might be an issue with a pipe under the applicants' floor, which would require them to tear up the floor to investigate.
32. CSA provided a report about the ground floor patios on May 15, 2019. The report included a detailed analysis of the applicants' patio. CSA noted that the applicants' strata lot is not build directly on top of the concrete slab. In order to provide insulation, there is wood framing with insulation on top of the concrete slab. Then there is another layer of concrete on top of the insulated framing, and then the strata lot's flooring. CSA said that because of this "sandwich" construction, it would take a significant amount of pooled water on the concrete slab to affect flooring because it would need to accumulate through the insulation framing and the second layer of concrete.
33. In addition, even if there was enough water to cause damage to the flooring, CSA said that it would cause entire planks of laminate to swell and would be along the perimeter of the strata lot. The damaged laminate in the applicants' strata lot was not along its perimeter and there was mostly "spot swelling" at the joints between planks. CSA said that the damage to the applicants' laminate flooring is typical of localized surface water damage as opposed to pooled moisture from below.
34. In addition, despite noting that the chimney on the roof was in disrepair, CSA considered it unlikely that water would make its way down to the first floor, because each course of brick is laid into a mortar bed. As a result, water would likely find its way out in an upper suite rather than making its way down to the ground floor.
35. CSA concluded that the damage to the laminate was most likely caused by excess surface water in the strata lot, not water ingress from outside.

36. On May 28, 2019, the property manager said that the strata's insurer would be in contact to repair the damage from the fire. According to the applicants, the fire damage still has not been fixed.

ANALYSIS

37. Section 72 of the SPA says that the strata must repair and maintain common property, including limited common property, unless the strata has passed a bylaw making an owner responsible. The strata's obligation to repair and maintain common property is to be reasonable.

38. With that general principle in mind, I will turn to the applicants' specific claims.

Did the strata fulfill its repair and maintenance obligations with respect to the applicants' patio?

39. While the repair of the applicants' patio has been a contentious issue between the parties for well over a year, the strata says that because of the contents of the CSA report, they now intend to repair the applicants' patio. In other words, the strata has accepted that the applicants' patio is in need of repair. They say that an order is unnecessary.

40. The applicants argue that the strata has repeatedly committed to addressing the issues with their patio but has never actually done the necessary repairs. The applicants say that the strata's failure to properly maintain their patio predates their ownership of the strata lot. Bearing that history in mind, the applicants are suspicious about why the strata does not want an order if it truly intends to undertake the repairs.

41. I find that an order that the strata repair the applicants' patio is appropriate, but not for the same reasons that the applicants suggest. The strata says that it intends to make repairs based on the CSA report, but I find that the CSA report lacks detail about what specific repairs are recommended. I therefore find the strata's commitment to follow the CSA report, on its own, is insufficient to fulfill its repair and maintenance obligations because the report is not specific enough.

42. On this issue, I prefer the applicants' expert's report, which includes a more detailed description of what work the applicants' patio needs. Based on the applicants' expert's report, and the photographs in evidence, I find that there is significant rotting to the foundation beams and that this poses a safety hazard.
43. I also find that an order is appropriate because the evidence before me suggests that on previous occasions, the strata conducted "spot repairs" by attaching new wood decking into rotten sleeper boards. I find that this solution is insufficient. I find that the strata must replace all of the rotten wood on the applicants' patio.
44. For these reasons, I order the strata to repair the applicants' deck by removing and replacing all rotten wood, including the foundation beams boards and deck boards. I note that the applicants' submissions suggest that some of the existing boards can likely be reused, but it is not possible for me to determine to what extent this is true. Accordingly, I have not ordered that all of the wood be replaced to leave open the possibility of reusing any salvageable wood. This determination will be made by the contractor that the strata hires to complete the repairs.
45. Because of their expectation that some deck boards will be reused, the applicants also ask for an order that the strata stain the entire patio to be uniform. I find that this is a reasonable request in the circumstances and I grant the order.
46. The applicants also ask for an order about the retaining walls around their garden, which also show signs of rot. There was little evidence or argument on this point. However, the CSA report specifically recommends repairing retaining walls throughout the strata. I find that it is unnecessary for me to make an order about the retaining walls for 2 reasons. First, the CSA report is specific about repairing the retaining walls. Second, there is no evidence that the retaining walls pose a safety hazard.

What is the most likely cause of the damage to the laminate flooring in the applicants' strata lot? What repairs to common property, if any, are required?

47. As mentioned above, the applicants ask for several orders requiring the strata to repair and maintain common property, including the concrete slab, the waterproof membrane under the patio, and the chimney. The applicants say that this work is necessary because the failure to properly maintain common property has allowed water ingress, which has caused damage to the laminate flooring in their strata lot. They rely primarily on their expert's report, although they note that KCS came to a similar conclusion.
48. The strata says, in effect, that none of this work is necessary. The strata relies on the CSA report.
49. The resolution of this issue turns on which expert report I find more persuasive. For the reasons that follow, I prefer CSA's explanation about what caused the damage to the laminate flooring.
50. First, I place little weight on the KCS report. I find that the report does not have the same level of detail and analysis as either the applicants' expert report or the CSA report. It also does not appear that KCS performed as thorough of an inspection as the other 2 experts.
51. My primary reason for preferring the CSA report is that it explains how the construction of the building affects how water damage could occur, which the applicants' expert does not address. Based on CSA's description of the sandwich construction of the floor, I accept that it would take a significant amount of water ingress to pool to the point of causing noticeable damage to the floor. While the applicants' expert's analysis is internally consistent and logical, he does not appear to consider whether or how the construction of the building on top of the slab could impact how water ingress could manifest as floor damage.
52. Furthermore, because it would take a significant amount of pooled water to affect the laminate flooring, I accept CSA's explanation that the damage to the laminate floor is more consistent with surface water than pooled water under the floor. I find that it makes logical sense that a significant amount of water is likely to manifest as

large bulges in the floor rather than swelling and peeling at the seams between planks.

53. As for the chimney tops, I prefer CSA's explanation that water ingress would likely exit the chimney before reaching the ground floor. The applicants' expert seems to assume that once water enters the chimney it will inevitably follow gravity to pool under the applicants' strata lot and does not consider whether the construction of the chimney would allow the water to exit before reaching the bottom of the building.
54. I also note that CSA has been the strata's primary contractor for over a decade, which would explain its level of familiarity with the building's construction.
55. For these reasons, I find that an interior source of moisture is the likely cause of the damage to the laminate flooring.
56. That said, I find that the strata must repair the chimney and waterproof membrane.
57. First, with respect to the chimney, it is common ground between the 3 experts that the chimney assembly above the applicants' strata lot is in poor repair. CSA's report says that it is unlikely that water entering through the chimney would enter an upper strata lot rather than a lower strata lot. While this may be good news for the owners of the lower strata lots, I find that it is not an acceptable state for the building. I order the strata to repair the chimney assembly above the applicants' strata lot.
58. With respect to the waterproof membrane, the applicants' expert noted areas where there was no waterproof membrane under the applicants' patio. Unfortunately, it is not clear on whether these areas were within 2 feet of the exterior of the building, where there is supposed to be waterproof membrane. However, the photographs adjacent to these comments suggest that there may be gaps in the membrane or damaged membrane along the building's framing under the applicants' patio.
59. I find that it is implicit in CSA's report that 2 feet of waterproof membrane around the building is necessary to properly protect the building. Although CSA did not observe any missing or damaged waterproof membrane, it only removed some of the deck boards during its inspection. Therefore, CSA's report is not conclusive on this point.

I find that the strata must ensure that there is 2 feet of waterproof membrane around the edge of the building under the applicants' patio and repair any gaps or damaged membrane.

60. In conclusion, I am satisfied that the strata must repair the chimney and waterproof membrane but I am not satisfied that its failure to do so caused any damage to the applicants' strata lot. I dismiss the applicants' claim that the strata pay to repair the laminate flooring in their strata lot. I also dismiss the applicants' claims for any repairs to common property other than the chimney and waterproof membrane.
61. The applicants raised several other issues with respect to the repair and maintenance of common property.
62. First, the applicants say that the strata has failed to explain why they no longer want to tear up the applicants' floor to check whether there is a potential pipe problem. I disagree. The CSA employee who inspected the strata lot suggested that it was a possibility, but CSA concluded that the damage to the flooring was the result of surface moisture, not pooling under the floor. Given that conclusion, there was no reason for further investigation.
63. Second, the applicants ask for an order that the strata inspect and repair the concrete slab. There is no suggestion that these repairs are necessary to prevent damage to the applicants' strata lot. Rather, the applicants have a more general concern that the strata has not properly maintained the concrete slab. While there are references in the evidence to the concrete slab dating back to at least 2005, I find that the evidence does not support an order that the strata take any particular steps with respect to the concrete slab, especially since the strata has a very recent depreciation report.
64. Third, the applicants want the strata to stop using CSA because of CSA's past legal issues. The applicants point to *1043325 Ontario Ltd. v. Jeck*, 2014 BCSC 1197, which was a case brought by the minority shareholder of CSA. As part of that decision, the court concluded that the sole director of CSA had forged signatures on engineering reports. These forgeries took place between 1998 and 2004 and while

forging signatures is a serious matter, I do not agree that the court's conclusions necessarily mean that CSA cannot be trusted to provide competent services. There is no suggestion in that court case that any of CSA's engineering or consulting work was itself substandard, notwithstanding the director's dishonesty.

65. In any event, I find that it is within strata council's discretion to choose its contractors. Section 27 of the SPA gives the owners the power to direct the strata council by a majority vote at an annual or special general meeting. If the majority of the owners are sufficiently concerned about CSA, they can direct the strata council to hire a different contractor.
66. Fourth, the applicants suggest that there be an "independent review" of any repairs. I find that there is no basis for such an order. The applicants base this claim on an allegation that the strata used "undue influence" to change the 2018 depreciation report. While there are changes between a draft version and the final version, I find that these changes do not meaningfully change the substance of the report. There is also no evidence that the strata directed the report writer to make any changes to the draft version.
67. Finally, I dismiss the applicants' claim for \$50,000 in economic losses, which was premised on their belief the strata's failure to repair common property damaged their strata lot.

What order, if any, is appropriate to ensure the strata's insurer responds to the fire damage on the applicants' patio?

68. The applicants initially asked for an order that the strata arrange for its insurer to inspect the fire damage on the deck. Since the applicants filed the Dispute Notice, the strata's insurer has inspected the deck but has not repaired it.
69. The strata's insurer's delay in responding to the claim is not explained, but there is no evidence that the delay can be attributed to the strata or the property manager. More importantly, in a roundabout way, the applicants seek an order that will compel the strata's insurer to act. The tribunal has no jurisdiction to make an order against a non-party. In any event, the process appears to be underway. While I

encourage the strata to direct the property manager to follow up with the insurer if the repairs are not done promptly, I decline to make an order about the fire damage claim.

Should I make any orders for disclosure of documents, either under section 61 of the Act or section 36 of the SPA?

70. As part of its initial claim, the applicants said that the strata failed to provide it with documents it requested under section 36 of the SPA. In particular, the applicants had requested records related to the strata's insurance claim for the water damage in the strata council president's strata lot, including correspondence with the insurer.
71. During the facilitation stage of this dispute, the applicants made further requests for documents from the strata, which I summarize as follows:
- a. Records related to the "financial incentive" between the strata's insurer and the strata's property manager.
 - b. Records related to the strata's allegation that the applicants' dog caused or contributed to the damage to the laminate flooring.
 - c. Records about whether there was a leak in the applicants' strata lot before they purchased it.
 - d. Inspection reports from CSA about the other ground floor patios.
72. With respect to the initial request, the applicants believe that the strata's decision to make an insurance claim for the strata council president's strata lot affected their willingness to make an insurance claim on behalf of the applicants. They also believe that they should have the opportunity to review information about the leak in case it sheds light on other possible reasons for the water damage in their strata lot.
73. The strata says that these records are unrelated to the issues in this dispute and has refused to disclose them.
74. The applicants' first additional is about an agreement between the property manager works and an insurance about selling certain insurance to strata corporations. The property manager openly discloses that it may receive a fee from the broker for using the program. The applicants want to see this agreement because they speculate that the property manager agreed to control or restrict the

number of claims that the strata makes as part of the deal. The applicants believe that this may have affected the strata's treatment of their potential insurance claim.

75. The strata says that it has no agreements about financial incentives and therefore no records related to this request.
76. With respect to the remaining requests, the strata says that it has no records related to the requests. There is no evidence to suggest otherwise, so I accept the strata's assertion. I find that there is no need to consider these requests further.
77. The applicants wanted these documents to be disclosed prior to me making a final decision. Both parties made submissions about whether this disclosure was necessary for me to make a final decision. After I reviewed all of the evidence and submissions, I decided that it was not necessary for me to make the requested orders. My reasons follow.
78. Section 61 of the Act gives the tribunal the authority to make any order in relation to a dispute that it thinks necessary to achieve the objects of the tribunal, including on the initiative of a party. Under section 2 of the Act, the tribunal's mandate, in part, is to resolve disputes in a manner that is speedy and economical while applying principles of law and fairness.
79. With respect to the initial request, the evidence before me suggests that both the strata's insurer and the strata council president's insurer were both involved with the leak. The applicants appear to find this suspicious, but it is common that a strata's insurer and an owner's insurer would both be involved in an incident where there is damage to a strata lot because they insure different things. In addition, because I have found that the damage to the applicants' strata lot was not caused by an exterior source of water, these records are not relevant to the applicants' claims.
80. With respect to the other request, I find the suggestion that the strata's property manager, insurer, and an insurance broker would conspire to restrict the number of claims the strata can make for their own financial gain highly unlikely. In any event, the property manager makes clear that the strata is free to choose a different

insurer. As discussed above, the SPA provides a mechanism for a majority of owners to direct strata council to a particular course of action. I also fail to see the relevance of these records to the applicants' claims.

81. In summary, I find that the applicants' requests are based on speculation and that the requested records are not relevant to the outcome of this dispute. Furthermore, a preliminary order that the strata provide more evidence would have caused unnecessary delay to the resolution of this dispute.
82. That said, the strata still has an obligation under the SPA to provide certain records to the applicants. Section 35 of the SPA sets out the strata's obligations to create and retain records. Section 36 of the SPA says that on receiving a request from an owner, the strata must provide access to the records set out in section 35 of the SPA.
83. Section 35(2)(k) of the SPA requires the strata to keep copies of all correspondence that the strata council receives and sends. There is no authority for the strata to refuse to disclose such correspondence just because it does not involve the requesting owner: see *Ottens et al v. The Owners, Strata Plan LMS 2785*, 2019 BCCRT 730.
84. Therefore, I find that the strata is required to disclose any correspondence that the strata council sent or received about the leak in the strata council president's strata lot. I note that "correspondence" does not generally include communications between strata council members: see *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610. However, in this context, I find that if there is any communication between the strata council president and other strata council members about the leak, the strata council president sent that communication in his capacity as an owner, not a strata council member, so it must be disclosed.
85. I dismiss the remaining claims for the disclosure of records.

TRIBUNAL FEES AND EXPENSES

86. 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 find that the applicants were partially successful in this dispute. I therefore order the strata to reimburse the applicants for half of their tribunal fees of \$225, which is \$112.50.
87. The applicants also claim reimbursement for their expert report, which cost \$603.75. As described above, I accepted and relied on some aspects of this report but rejected other aspects of it. In the circumstances, I order the strata to reimburse the applicants for half of the cost of the report, which is \$301.88.
88. The strata did not claim any dispute-related expenses.
89. The strata must comply with the provisions in section 189.4 of the SPA, such as not charging dispute-related expenses against the applicants.

DECISION AND ORDERS

90. I order that:
- a. Within 14 days of the date of this decision, the strata pay the applicants \$414.38.
 - b. Within 14 days of the date of this decision, the strata provide the applicants with copies of any correspondence sent or received by the strata council about the November 2018 leak in the strata council president's strata lot.
 - c. Within 90 days of the date of this decision, the strata repair the applicants' deck by removing and replacing all rotten wood, including any rotten foundation beams and decking. I order that as part of this repair the strata stain the entire patio to be reasonably uniform in appearance.
 - d. Within 90 days of the date of this decision, the strata make the repairs necessary to ensure that there is a minimum of 2 feet of waterproof

- membrane in reasonable condition around the perimeter of the building under the applicants' patio.
- e. Within 90 days of the date of this decision, the strata repair the chimney on the roof above the applicants' strata lot.
91. The applicants are also entitled to post judgement interest under the *Court Order Interest Act*, as applicable.
92. I dismiss the applicants' remaining claims.
93. 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. Once filed, a tribunal order has the same force and effect as an order of the Supreme Court of British Columbia.
94. 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. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Eric Regehr, Tribunal Member

ⁱ Amended to correct a typographical error under section 64 of the Act.