



Civil Resolution Tribunal

Date Issued: August 9, 2019

File: ST-2018-003501

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan NW 1340 v. Williams et al*, 2019 BCCRT 957

B E T W E E N :

The Owners, Strata Plan NW 1340

APPLICANT

A N D :

Stan Williams

RESPONDENT

A N D :

The Owners, Strata Plan NW 1340 and Cathy Day

RESPONDENTS BY COUNTERCLAIM AND THIRD PARTY NOTICE

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. The applicant and respondent by counterclaim, The Owners, Strata Plan NW 1340 (strata), is a strata corporation. The respondent and applicant by counterclaim and third party claim, Stan Williams, owns strata lot 104 (SL104) in the strata.
2. The strata says Mr. Williams built a 35-foot radio antenna in his backyard patio area and made unauthorized alterations to his strata lot and to common property in contravention of the bylaws. The strata wants Mr. Williams to comply with the bylaws, pay \$2,750 in fines for bylaw infractions, and rectify the non-compliance order he received from the City of Surrey electrical inspector.
3. Mr. Williams counterclaims and says the tribunal should remove all fines from his account and allow him to install his radio antenna. He also says the strata should not require owners to sign an Assumption of Liability (AOL) form or obtain council permission for renovations, and he wants the strata to amend its bylaws to remove these requirements.
4. As part of his counterclaim against the strata Mr. Williams also says the strata council president, Cathy Day, who is a respondent by third party claim, violated his rights, contravened bylaws, and used bylaw fines as extortion. Mr. Williams wants the strata to credit him \$2,000 towards his strata fees, and Ms. Day to pay \$5,000 in fines.
5. Mr. Williams also brings a third party claim against Ms. Day for allegedly violating his rights and failing to act honestly and in good faith. He wants Ms. Day to pay him \$5,000 as a deterrent for her behaviour, and he wants her removed from the strata's insurance.
6. Mr. Williams is self-represented. Ms. Day is representing herself and the strata.

JURISDICTION AND PROCEDURE

7. 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.

8. 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.
9. 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.
10. The applicable tribunal rules are those that were in place at the time this dispute was commenced.
11. 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, or order any other terms or conditions the tribunal considers appropriate.

ISSUES

12. The issues in this dispute are:
 - a. Is Mr. Williams' radio antenna installation in contravention of the bylaws, and if so, what remedies are appropriate?
 - b. Must Mr. Williams rectify the City of Surrey's non-compliance order?
 - c. Is the strata required to remove its requirements for owners to sign an AOL form and obtain council permission before undergoing renovations?

- d. Did Ms. Day contravene bylaws, violate Mr. Williams' rights, or otherwise act inappropriately towards Mr. Williams, and if so, what is an appropriate remedy?

EVIDENCE AND ANALYSIS

13. In a civil claim like this one, the strata must prove its claim on a balance of probabilities. This means the tribunal must find it is more likely than not that the strata's position is correct. Likewise, Mr. Williams must prove his counterclaim and third party claim on a balance of probabilities.
14. I have only addressed the parties' evidence and submissions to the extent necessary to explain and give context to my decision.
15. The strata is a multi-building residential complex created in 1979. On April 10, 2015 the strata filed bylaw amendments with the Land Title Office (LTO) which repealed and replaced all previous bylaws. In 2016 the strata filed bylaws amendments which are not relevant to this dispute, and on April 27, 2018 the strata filed new bylaw amendments with the LTO which repealed and replaced all previous bylaws.
16. The following bylaws are relevant to this dispute, and they have been in force since at least April 10, 2015:

Bylaw 3 (3) (c): an owner cannot erect or fasten satellite dishes, or similar structures or appurtenances to any part of the common property except in connection with a common cable system as authorized by the council.

Bylaw 3 (3) (f): an owner cannot do anything or allow anything to be done that will increase the risk of fire or the rate of fire insurance on the buildings or any part of it.

Bylaw 11 (1): an owner must obtain written approval from the strata before making an alteration to a strata lot that involves the structure of a building; the exterior of a building; chimneys, stairs, balconies or other things attached to

the exterior of a building; common property located within the boundaries of a strata lot; and those parts of the strata lot which the strata must insure under section 149 of the *Strata Property Act* (SPA).

Bylaw 11 (2): the strata must not unreasonably withhold its approval under bylaw 11 (1), but it may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to the alteration.

Bylaw 12: an owner must obtain written approval of the strata before making an alteration to common property, and the strata may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to the alteration.

Bylaw 13 (2): an owner undertaking alterations is responsible for obtaining the applicable building permits prior to commencing the work and obtaining such permits is a condition of the council's approval.

Bylaw 13 (11): any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.

Bylaw 31: the strata may fine an owner a maximum of \$200 for each bylaw contravention.

Bylaw 32: If an activity or lack of activity contravening a bylaw continues without interruption for longer than 7 days, a fine may be imposed every 7 days.

Is Mr. Williams' radio antenna installation in contravention of the bylaws?

17. The strata says that at some point in the summer of 2017 Mr. Williams built a 35-foot radio antenna in his backyard patio area. The strata says he secured the antenna with ropes that extended over the roof of SL104 and attached to the carport at the front of SL104. According to the strata plan, the carport in front of SL104 and

the backyard patio behind it are both common property. The strata says Mr. Williams also installed an eye hook under the gutter and ran a rope through it to help stabilize the antenna. It says Mr. Williams failed to obtain strata approval for the eye hook or the antenna installation, in violation of the bylaws.

18. Mr. Williams says he built a “flagpole style mast” with a “top pulley and cord” and included gutter-height rubber bushing to prevent abrasions. He says he pulled up a “wire HF antenna,” supported by a cord wrapped on the carport roof.
19. On September 15, 2017, the strata notified Mr. Williams by letter that it had received a complaint about the antenna and its support system in his backyard patio that appeared to be in contravention of bylaw 11 (1) (c) for unauthorized alterations to a strata lot involving the exterior of a building. The strata told him to remove the antenna immediately and warned that his failure to do so might result in fines. The letter inadvertently referred to the wrong strata complex.
20. On September 25, 2017 the owner responded stating that the gutter hook is not connected to or an alteration to common property, and that he refused to remove the antenna.
21. On September 28, 2017, the strata sent Mr. Williams a corrected version of its September 15, 2017 letter referring to the correct strata complex.
22. On October 20, 2017 the strata sent Mr. Williams a revised version of its September 15 and 28, 2017 letters indicating that instead of contravening bylaw 11 (1) (c), he was contravening bylaw 3 (3) (c) for erecting or fastening a satellite dish or similar structure to the common property. The strata gave him 14 days to reply to the letter and warned him that failure to comply with bylaw 3 (3) (c) could result in the strata issuing fines against him.
23. On November 30, 2017 Mr. Williams responded to the strata stating that his “installation is best described as a flag pole, that is a mast with pulley and rope.” He said there was no technical or operational similarity between his installation and a satellite dish.

24. On December 11, 2017 the strata notified Mr. Williams by letter that the council decided to apply a \$100 fine against SL104 pursuant to its October 20, 2017 letter. The strata noted that it would apply a \$100 fine each week beginning October 22, 2017 and continuing until the issue was resolved. The letter gave Mr. Williams 14 days to dispute the fine. The strata attached Mr. Williams' strata account statement to the letter which shows the strata charged him \$700 in fines between October 22, 2017 and December 4, 2017.
25. On January 22, 2018 Mr. Williams wrote to the strata stating his intention to "erect a self-supporting tower for the purposes of Amateur Radio communications." He said he was not asking for permission because none of the planned activities violated any bylaws. He described the work he planned on conducting and indicated that the "supported beam antenna" would hang over property lines, but that it would be supported within his strata lot.
26. On January 25, 2018 Mr. Williams had a hearing before the strata council about his radio antenna and installation of an instant hot water tank on his strata lot, which is discussed further below.
27. On January 31, 2018 the strata wrote to Mr. Williams with its response to the hearing. The strata determined that his antenna contravened the bylaws and was required to be removed within 14 days. The strata informed Mr. Williams that it had cancelled the bylaw fines on his account from October 30 to December 3, 2017, and that the continuing contravention fines from December 4, 2017 to January 22, 2018 would remain on his account. The strata said it would suspend fines for the weeks of January 29, February 5 and 12, 2018 but that if the antenna was not removed within 14 days it would continue fining him weekly for the ongoing contravention. The strata told Mr. Williams that in response to his "request" on January 22, 2018 he was not permitted to erect a new 15-meter antenna on his back patio.
28. At some point in February 2018 Mr. Williams disassembled most sections of the mast and left them within his fenced yard. He submitted a photo of the disassembled antenna which shows a tripod standing on top of the shed in his

backyard and a long antenna mast standing on the ground resting diagonally against the shed. Both pieces of equipment appear to extend beyond the height of the strata building's roof.

29. On March 1, 2018 the strata notified Mr. Williams that he must completely remove the antenna within 14 days or the strata would resume fining him for an ongoing bylaw contravention. The minutes from the March 22, 2018 council meeting indicate that Mr. Williams had not removed the remaining antenna equipment.
30. On April 4, 2018 the strata notified Mr. Williams of a \$150 fine applied to his account as of March 14, 2018, and weekly fines of \$200 starting March 21, 2018 for his continued violation of bylaw 3 (3) (c). The strata attached Mr. Williams' account statement from January 1 to April 4, 2018 showing outstanding fines of \$1,550 to that date. The letter is addressed to Mr. Williams with his name and address at the top, but states "Dear Matthew" in the greeting. However, given the content and context of the letter, I find this to be nothing more than a typographical error.
31. The first question is whether Mr. Williams' radio antenna did, in fact, contravene bylaw 3 (3) (c). The bylaw states that an owner shall not "erect or fasten satellite dishes, or similar structures or appurtenances to any part of the common property except in connection with a common cable system as authorized by the council." There is no question that Mr. Williams' radio antenna is not connected to a common cable system. Therefore, the question before me is whether his mast and antenna is a similar structure or appurtenance to a satellite dish.
32. Mr. Williams says his antenna is not similar in any way to a satellite dish. He says the frequency for satellite communications is approximately 10 Giga Hertz, while his antenna is built for approximately 10 Mega Hertz. He says his antenna cannot be used to communicate with a satellite and therefore is not similar to a satellite dish. He says that if the bylaw were interpreted to include his antenna, then every vehicle with GPS guidance or satellite radio parked in a space on the strata property other than a carport would also be captured by the bylaw, as such vehicles have at least one satellite receiving device.

33. The strata says Mr. Williams' antenna is similar to a satellite dish and relies on the Industry Canada Radiocommunication and Broadcasting Antenna Systems publication Mr. Williams provided as evidence (IC publication). The IC publication was issued under section 5 of the *Radiocommunication Act* which gives the Minister authority to issue radio authorizations and approve each site on which radio apparatus, including antenna systems, may be located.
34. The publication states, "anyone who proposes, uses or owns an antenna system must follow these procedures." The Introduction section of the IC publication states, "Antenna systems are normally composed of an antenna and some type of supporting structure, often called an antenna tower. Most antennas have their own integral mast so that they can be fastened directly to a building or a tower."
35. The strata relies on a paragraph in section 4.1 of the IC publication which refers to personal antenna systems. As examples of such systems, the IC publications states, "(e.g. used for over the air and satellite television reception or amateur radio operation.)" The strata says this shows the federal government views satellite dishes and radio antennae for personal use as similar structures.
36. In the absence of expert evidence or case law interpreting the wording of this bylaw, I find the wording and interpretation in the IC publication persuasive. While I appreciate there are differences between a radio antenna and a satellite dish, for the purposes of the strata prohibiting certain uses of common property through its bylaws, I find Mr. Williams' radio antenna is similar to a satellite dish.
37. Mr. Williams argues that he did not install the antenna on common property. He says the City of Surrey zoning bylaw 12000 stipulates that his backyard patio and carport areas are for his exclusive use. However, I find the relevant zoning bylaw does not stipulate such use. The specific uses for Mr. Williams' back patio and carport are governed by the strata plan, which clearly shows that both areas are common property.
38. Mr. Williams also argues that the radio antenna is not an alteration to either his strata lot or common property, and therefore he did not require strata approval

before installing it. However, bylaw 3 (3) (c) does not refer to alterations, rather it refers to a structure being erected or fastened to the common property. On the evidence before me I find there is no question Mr. Williams' radio antenna was erected on common property. For all of these reasons, I am satisfied that Mr. Williams' radio antenna contravened bylaw 3 (3) (c). I also find Mr. Williams' radio antenna in its partially disassembled form from February 2018 onwards contravened the bylaw as the photograph in evidence shows a tripod erected on top of a shed and the antenna still standing erect, if on an angle, against the shed, all of which are in the backyard area which is common property.

Remedies

39. Section 135 of the SPA says a strata cannot impose a fine on an owner for a bylaw contravention unless it has received a complaint about the contravention, given the owner the particulars of the complaint in writing, given the owner a reasonable opportunity to respond to the complaint, and given the owner notice in writing of its decision to impose the fine. The tribunal and the courts have interpreted these procedural requirements strictly.
40. I find the strata's October 20, 2018 letter gave Mr. Williams proper notice and details of the complaint and bylaw contravention and gave him a reasonable opportunity to respond within 14 days, which he failed to do. However, while the October 20, 2018 letter did warn Mr. Williams that failure to remove the antenna would result in fines, the strata did not notify him of its decision to impose fines until its December 11, 2017 letter, which gave him 14 days to dispute the fines. Therefore, I find the fines the strata imposed up to and including December 11, 2017 were not in accordance with section 135 of the Act as Mr. Williams did not have proper notice of them. There is no evidence to indicate that Mr. Williams disputed the fines within 14 days of the December 11, 2017 letter, therefore I find the fines the strata imposed from December 18, 2017 to January 22, 2018 totalling \$600 were in accordance with section 135 of the Act and Mr. Williams is required to pay them.

41. The strata started fining Mr. Williams again on March 14, 2018 through April 4, 2018. While I find the strata's previous correspondence with Mr. Williams notified him that the fines would continue after the week of February 12, 2018 if he did not remove the antenna, I find the strata did not notify him of the increased amount of the fines until its letter of April 4, 2018. Since Mr. Williams only had notice of weekly \$100 fines, I find the fines the strata issued between March 14, 2018 and April 4, 2018 must be reduced to \$100 each, for a total of \$400.
42. The strata wants Mr. Williams to pay \$2,750 in fines, but the April 4, 2018 statement of Mr. Williams' account, which is the most recent statement in evidence, shows only \$1,550 in fines, which I have reduced to a total of \$1,000. Therefore, I find Mr. Williams is required to pay the strata \$1,000 in fines for contravening bylaw 3 (3) (c). I also order Mr. Williams to remove his radio antenna equipment from common property to comply with bylaw 3 (3) (c), if he has not done so already.
43. Based on these findings, I dismiss Mr. Williams' counterclaim against the strata to remove all fines from his account and allow him to install his radio antenna.

Must Mr. Williams rectify the City of Surrey's non-compliance order?

44. At some point in 2017 Mr. Williams asked for the strata's permission to install an instant hot water tank (water tank). On November 14, 2017 the strata notified Mr. Williams that he would require an electrical permit from the City of Surrey before it would grant him permission to install the water tank.
45. On January 25, 2018 Mr. Williams had a hearing before the strata council. While the evidence is not entirely clear, it seems that by this point Mr. Williams had installed the water tank himself without the strata's permission. The strata says that during the hearing Mr. Williams told council he did not have an electrical permit for the water tank. The strata says it notified him that it would send the City of Surrey electrical inspector to his strata lot to ensure the water tank was installed properly. Mr. Williams does not dispute this.

46. On January 31, 2018 the strata wrote to Mr. Williams with its response to the hearing and asked him to complete an AOL form for the water tank.
47. On February 13, 2018 an electrical inspector from the City of Surrey (inspector) inspected SL104. The strata submitted the City of Surrey's Electrical Field Check Inspection report (non-compliance order) which does not specifically state which installation was inspected in SL104. However, the report states that an electrical permit was required, and the installation was not compliant with section 71 of the *Safety Standards Act* because Mr. Williams was not certified to conduct electrical work. It states that a licensed electrical contractor was required to verify compliance with the BC Electrical Code (Code) and rectify any non-compliance with the Code. It states that the licensed electrical contractor must submit a load calculation under section 8 of the Code. It also states that the installation was non-compliant with the Code with respect to armoured cable and bonding conductors.
48. The strata relies on section 84 (2) of the SPA which says that if an owner receives a notice or order from a public or local authority requiring work to be done to the owner's strata lot, the owner must do the work. It is on this basis that the strata seeks an order for Mr. Williams to rectify the City of Surrey's non-compliance order. The strata says to date Mr. Williams has not complied with the non-compliance order or provided it with a completed AOL for the tank.
49. On December 11, 2018 Mr. Williams wrote to the strata asking for its electrical contractor's contract information because he said he required some technical information about the wiring. He also said the City of Surrey violation is for the service wiring which is part of common property. He said the strata refused to provide him the information he requested, and he could not fulfill the council's or City of Surrey's requests until his requests were fulfilled.
50. On the evidence before me I cannot determine what exactly was installed in SL104, and whether any aspect of the installation is on common property. However, the evidence is clear that there is an electrical installation in SL104 that is not in compliance with the code. Therefore, under section 84 (2) of the SPA, I order Mr.

Williams, at his own expense, to rectify the City of Surrey's non-compliance order within 60 days of the date of this decision. I order the strata to cooperate with Mr. Williams as necessary to rectify the non-compliance order.

Is the strata required to remove its requirements for owners to sign an AOL form and obtain council permission before undergoing renovations?

51. Mr. Williams wants the tribunal to order the strata to stop requiring owners to sign AOL forms and obtain strata approval before undergoing renovations. His claim does not appear to relate to any specific renovation, rather it is a general claim challenging the strata's protocol for authorizing renovations. I note the strata does not require AOL forms and approval for all renovations, only for those renovations that alter a strata lot or common property under bylaws 11, 12 and 13.
52. Mr. Williams relies on *The Owners, Strata Plan NWS254 v. Hall*, 2016 BCSC 2363 and *Wentworth Condominium Corporation 198 v. McMahon*, 2009 ONCA 870 for authority that an owner can make any changes within their strata lot without the strata's permission as long as they do not change the structure of the strata lot or common property. However, while these cases interpret the term "alteration" used in bylaws, they do not give an owner permission to override a strata's bylaws.
53. Mr. Williams says the AOL forms are unnecessary because the strata's insurance already defines the contents of a strata lot as the owner's responsibility. He also says the wording of the AOL requires owners to accept liability for things that the strata's insurance would normally cover. However, since this aspect of Mr. Williams' claim does not relate to any specific alteration, I find it is unnecessary for me to address this argument.
54. I find there is no legal basis for me to order the strata to stop requiring AOL forms and strata permission for alterations to strata lots or common property. In order to remove these requirements, the bylaws must be amended.

55. The process for amending bylaws is set out in sections 126 to 128 of the SPA, which require bylaws amendments to be approved at an annual or special general meeting by a resolution passed by a $\frac{3}{4}$ vote.

56. There is no evidence Mr. Williams has attempted to have the bylaws amended through this process, nor has he established any legal basis on which the bylaws should be unenforceable. For these reasons I dismiss this aspect of Mr. Williams' counterclaim against the strata.

Did Ms. Day contravene bylaws, violate Mr. Williams' rights, or otherwise act inappropriately towards Mr. Williams, and if so, what is an appropriate remedy?

57. In his counterclaim against the strata Mr. Williams alleges that Ms. Day violated bylaws 25 and 30 and used bylaw fines against him as extortion. He wants the strata to credit his account \$2,000 towards strata fees and Ms. Day to pay \$5,000 in fines for violating his rights. I find that while this aspect of Mr. Williams' counterclaim is framed as being against the strata, it is in fact against Ms. Day. Therefore, I will address this aspect of Mr. Williams' counterclaim together with his third party claim against Ms. Day.

58. In his third party claim against Ms. Day, Mr. Williams claims she violated his rights and failed to act honestly and in good faith. Mr. Williams wants Ms. Day to pay him \$5,000 as a deterrent for her behaviour, and he wants her removed from the strata's insurance.

59. Specifically, Mr. Williams says Ms. Day initiated complaints against him for bylaw contraventions and failed to recuse herself from council meetings when council discussed Mr. Williams' alleged bylaw contraventions. Mr. Williams says this violates his right to a fair hearing and fair consideration by council.

60. Bylaw 25 sets out the procedure for council meetings. It allows council meetings to be held by electronic means, and states that owners may attend council meetings as observers except for those portions of council meetings dealing with bylaw contraventions, rental restriction bylaw exemption hearings, and any other matters where the presence of observers would unreasonably interfere with an individual's privacy. I find nothing in this bylaw relates to a council member recusing themselves

from council proceedings, and I find none of Ms. Day's alleged behaviour contravenes bylaw 25.

61. Section 32 of the SPA requires a council member with a direct or indirect interest in a matter to be considered by council which could conflict with the council member's duty as a council member to disclose the nature of the interest, abstain from voting on the matter, and leave the council meeting while the matter is discussed and voted upon by the rest of council. Although Mr. Williams does not specifically raise section 32 of the SPA in his submissions, I find his claims that Ms. Day failed to recuse herself fall within this provision.
62. Bylaw 30 (1) says that a council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council. Mr. Williams alleges that by failing to recuse herself from council proceedings related to a complaint she made against him, Ms. Day failed to act honestly and in good faith and violated his rights.
63. Section 31 of the SPA sets out the standard of care of strata council members. It requires council members to act honestly and in good faith with a view to the best interests of the strata, and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. I find that Mr. Williams' counterclaims against the strata with respect to Ms. Day and his third party claim against Ms. Day are all essentially allegations that Ms. Day breached the standard of care in section 31 of the SPA.
64. Under section 10 (1) of the Act, the tribunal must refuse to resolve a claim that it considers is not within its jurisdiction.

65. In *Dockside Brewing Co. Ltd. v. Strata Plan LMS 3837*, 2007 BCCA 183, the Court of Appeal found that remedies for breaches of section 31 and 32 are set out in section 33 of the SPA. However, under section 122 of the Act (formerly section 3.6 (2) (a) of the Act), matters under section 33 of the SPA are outside the jurisdiction of the tribunal and must be dealt with by the B.C. Supreme Court.
66. Therefore, under section 10 (1) of the Act I refuse to resolve Mr. Williams' counterclaim against the strata with respect to Ms. Day and his third party claim against Ms. Day. Nothing in this decision prevents Mr. Williams from pursuing claims against Ms. Day in Supreme Court.

TRIBUNAL FEES, EXPENSES AND INTEREST

67. 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. Since the strata was generally successful, I find Mr. Williams must reimburse its \$225 in tribunal fees. Since Mr. Williams was unsuccessful he is not entitled to reimbursement of his tribunal fees. Ms. Day did not pay tribunal fees on her own behalf, and none of the parties claim dispute-related expenses.
68. The strata is entitled to pre-judgment interest on the amount owing under the *Court Order Interest Act* calculated from April 4, 2018, which is the latest date the strata fined Mr. Williams.
69. The strata corporation must comply with the provisions in section 189.4 of the SPA, such as not charging dispute-related expenses against the owner, unless the tribunal orders otherwise.

DECISION AND ORDERS

70. I order that within 14 days of the date of this order, Mr. Williams must pay the strata a total of \$1,247.01 broken down as follows:

- a. \$1,000 in fines for contravening bylaw 3 (3) (c),
- b. \$22.01 in pre-judgment interest on the amount owing under the Court Order Interest Act, and
- c. \$225 in tribunal fees.

71. The strata is also entitled to post judgement interest under the *Court Order Interest Act*, as applicable.

72. Within 14 days of the date of this order Mr. Williams must remove his radio antenna equipment from common property to comply with bylaw 3 (3) (c) if he has not already done so.

73. Within 60 days of the date of this order Mr. Williams must rectify the City of Surrey's non-compliance order, at his own expense, and the strata must cooperate with Mr. Williams as necessary to rectify the non-compliance order.

74. Under section 10 (1) of the Act I refuse to resolve Mr. Williams' counterclaim against the strata related to Ms. Day and his third party claim against Ms. Day, for lack of jurisdiction.

75. I dismiss the remainder of Mr. Williams' counterclaim against the strata.

76. 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.

77. 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.

Sarah Orr, Tribunal Member