Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Tenten v. The Owners, Strata Plan VR113*, 2019 BCCRT 1427

B E T W E E N :

Jo Tenten

APPLICANT

A N D :

The Owners, Strata Plan VR113

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Kate Campbell, Vice Chair

INTRODUCTION

1. The applicant, Jo Tenten (owner) owns a strata lot in the respondent strata corporation, The Owners, Strata Plan VR113 (strata).

2. The owner says the strata has failed to respond to his correspondence since August 2013, did not meet the notice requirements for the February 2018 annual general meeting (AGM), and did not provide the AGM minutes as required.

3. The owner also says the strata has not met its duty to repair and maintain the strata's balconies, as they have failed to repair micro-cracks in the concrete. He says these cracks have resulted in efflorescence and rust from the rebar, due to water ingress.

4. As remedy, the owner asks the tribunal to make the following orders:

    a. The strata must answer his correspondence, including by providing records requested under section 36 of the *Strata Property Act* (SPA).

    b. The strata must provide a decision from the July 11, 2018 strata council hearing.

    c. The strata must ensure that notices for future AGMs and special general meetings (SGMs) are properly copied, and include an explanation of proposed bylaw amendments, with a key to allow comparison with existing bylaws.

    d. The strata must hire an engineer to investigate the cause of the efflorescence and rust stains on the balconies and must remedy the problem.

    e. The strata must reimburse him for $2,400 in legal fees and dispute-related expenses.

5. The strata denies the owner's claims. It says it has answered the owner's correspondence, and has not denied the owner access to strata records. It says it was unaware until this dispute was filed that the February 2018 AGM notice was incomplete, and the amendments about bylaw resolutions were not missing from the documents the owner received.

6. The strata says it completed all necessary balcony repairs in December 2013. It says this work was voted on vote by the ownership at a September 2012 special general meeting (SGM), and was overseen by an engineer, who tested the repairs.

7. The owner is self-represented in this dispute. The strata is represented by a strata council member.

JURISDICTION AND PROCEDURE

8. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The tribunal must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the tribunal's process has ended.

9. The tribunal has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.

10. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The tribunal may also ask the parties and witnesses questions and inform itself in any way it considers appropriate.

11. Under section 123 of the CRTA 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.

12. The tribunal rules applicable to this dispute are those in effect at the time the Dispute Notice was issued on August 30, 2018.

13. In his submissions, the owner discusses matters such as his ability to attend council meetings, whether the 2019 AGM was held late, and denial of access to common areas. These matters are not identified in the Amended Dispute Notice. I therefore decline to address these new claims that were not included in the Amended Dispute Notice. I find it would be procedurally unfair to the respondent strata to do so, as the strata had no opportunity to respond to these new claims when providing its evidence.

ISSUES

14. The issues in this dispute are:

    a. Did the strata meet its duty to respond to the owner's correspondence?

    b. Has the strata failed to provide records as required under SPA section 36?

    c. Did the strata meet its duty to provide a decision following the July 11, 2018 council hearing?

    d. Should I order that the strata ensure that notices for future AGMs and special general meetings (SGMs) are properly copied?

    e. Must notice of proposed bylaw amendments include a key to allow comparison with existing bylaws?

    f. Must the strata hire an engineer to investigate the cause of the efflorescence and rust stains on the balconies, and repair any identified problems?

    g. Must the strata reimburse the owner $2,400 for legal fees and dispute-related expenses?

EVIDENCE AND ANALYSIS

15. I have read all of the evidence provided but refer only to evidence I find relevant to provide context for my decision. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities.

16. The strata was created in 1973 under the former *Strata Titles Act,* a predecessor to the current SPA. It consists of 38 strata lots in an 11-storey building. The strata repealed and replaced its bylaws with a new set of bylaws filed at the Land Title Office in March 2018. I find these are the bylaws applicable to this dispute.

Responses to Correspondence

17. The owner says the strata has failed to respond to correspondence he has provided since August 2013.

18. The strata says the owner sends extensive, repetitive correspondence, which caused its former property manager to withdraw services, and jeopardizes the strata's contract with the current property manager. I find that the evidence before me confirms this position. In particular, a February 3, 2014 email from the former property management firm's vice president, JK, to the council discusses a recent letter from the owner. JK wrote that the property manager was "unable to continue to deal with the volume of work this matter represents". He further wrote,

> It is not reasonable to expect that he can spend the time necessary to actually administer the day to day operations of your property while dealing with the volume that this back and forth dialogue represents. It is stressful and not a good use of his time…

19. On March 21, 2014, JK sent a letter giving notice of termination of the service contract.

20. I find that this evidence from JK confirms that the owner's numerous correspondence requests have a direct impact on the operation of the strata. I find that the evidence before me, including copies of the owner's correspondence, establishes that this pattern continued at least until the time this dispute was filed in August 2018.

21. There is no requirement in the SPA or the strata's bylaws that the strata must respond to every item of correspondence from an owner. SPA sections 3 and 4

provide that through the strata council, the strata is responsible for managing and maintaining the common property and common assets of the strata corporation for the benefit of the owners. SPA section 26 says that the council must exercise the powers and perform the duties of the strata corporation, including the enforcement of bylaws and rules. SPA section 35 sets out a detailed list of the records the strata must create and keep, including correspondence. However, there is nothing in the SPA that specifically sets out how the strata must respond to an individual owner.

22. SPA section 31 sets out the standard of care strata council members. It says that in exercising the powers and performing the duties of the strata corporation, each council member must act honestly and in good faith with a view to the best interests of the strata corporation, and must exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

23. The BC Supreme Court has said that an individual strata lot owner has no standing to make a claim under SPA section 31 (see *Wong v. AA Property Management Ltd,* 2013 BCSC 1551 at paragraph 36 and *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc*., 2016 BCSC 32 at paragraph 267). This means that a strata lot owner cannot succeed in a claim against the strata or against individual strata council members for a breach of section 31.

24. For all these reasons, I find that the strata was not required to respond to each item of correspondence sent by the owner. Rather, the strata is only required to act reasonably, which I find includes responding to new inquiries or information provided by the owner.

25. The owner has not argued the strata's actions about responses to his correspondence were significantly unfair, but I address it here for completeness. Under CRTA section 123(2), the tribunal may make an order directed at the strata corporation, the council or a person who holds 50% or more of the votes, if the order is necessary to prevent or remedy a significantly unfair action, decision or exercise of voting rights. This is similar to the Supreme Court's power under SPA section 164.

26. The BC Court of Appeal considered the language of section 164 of the SPA in *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44. The test established in *Dollan* was restated by the BC Supreme Court in *The Owners, Strata Plan LMS 1721 v. Watson,* 2018 BCSC 164 at paragraph 28:

    a. What is or was the expectation of the affected owner or tenant?

    b. Was that expectation on the part of the owner or tenant objectively reasonable?

    c. If so, was that expectation violated by an action that was significantly unfair?

27. Applying the test to the facts before me, I find the owner's expectation that the strata would respond to each item of his extensive correspondence was not objectively reasonable. There is no legal requirement for the strata to do so. For that reason, I find the owner was not treated in a significantly unfair manner when the strata did not respond to his correspondence.

28. Also, having reviewed the owner's correspondence to the strata, I find that much of it consists of requests for documents and information to which he is not entitled. For example, in a May 28, 2018 email, the owner requested a detailed report of expenditures related to an item in the 2017 operating budget – "Failed stairwell lighting fixtures $500 & entrance walk bollard lighting $5500". The owner requested, among other things, a "detailed report" of these expenditures, and access to all documents related to the expenditures, including contractor quotes and reports.

29. Similarly, in a June 9, 2018 email, the owner requested answers to 7 specific questions about an invoice from Vancity Sprinklers Inc.

30. Similar requests are contained in many of the owner's letters and emails. I find the owner is not entitled to this information and these documents.

31. SPA section 35 sets out a list of the records that a strata must prepare and keep. Section 36 says that "on receiving a request", the strata must make the records

listed in section 35 available for inspection and provide copies to an owner, tenant, or person authorized by an owner or tenant within 2 weeks.

32. In *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610 and *The Owners, Strata Plan NWS 1018 v Hamilton*, 2019 BCSC 863, the BC Supreme Court said that owners are not entitled to documents beyond those listed in SPA section 35. In *Kayne*, the court said an owner is entitled to review books of account and financial statements but not underlying bills, invoices or receipts reflected in the financial statements, as those documents are not listed in section 35. Following the reason in Kayne, not only is the owner not entitled to invoices, I find he is not entitled to information underlying an invoice, such as that requested in his June 9, 2018 email about Vancity Sprinklers' invoice.

33. In addition to extensive document requests, another substantial part of the owner's correspondence to the strata consists of "interrogatories". That is, the owner sets out questions that he requests the strata answer. For example, in his June 9, 2018 email, the owner asks for an explanation of why the (new) strata management firm was paid $527.86 for services that are in the janitor's work description. In a July 5, 2018 email, he asks for answers about when and by whom the bathroom ventilation system was serviced, and what the strata was doing to ensure proper maintenance of the system. In a March 3, 2018 email, he asks 8 questions about drainage and potential water in the garage area identified by the strata. These questions include:

    a. Are there reports and pictures showing the water?

    b. How and by whom was the east drainage identified as the cause of the alleged water entry?

    c. Why did the strata hire landscaping contractors to do drainage work?

    d. Are there quotations for the drainage work by competitors, and if not, why not?

    e. What justified immediate expenditure from the contingency reserve fund?

34. The SPA and the *Strata Property Regulation* (Regulation) set out a comprehensive process by which the strata must govern itself, including how the strata council must function, how decisions must be made, and how spending must be executed and reported. The strata must comply with these SPA requirements, but does not have to go beyond them unless a bylaw specifies otherwise. There is no SPA provision or applicable bylaw that requires the strata answer any of these questions from the owner. While a strata should respond to reasonable inquiries from owners, it is not obligated to justify its decisions on an ongoing basis in the manner sought by the owner. Again, under the SPA, the strata's operations are carried out by the council. The council is elected annually at the AGM, and reports its decisions in its minutes. This is the extent of the strata's duties in the context of this dispute.

35. In *Kayne*, the court said that the SPA requires that council minutes must include the results of any votes, but may or may not report in detail the discussions leading to those decisions (paragraph 8). This finding was confirmed more recently by the BC Supreme Court in *Yang v. Re/Max Commercial Realty Associates (482258 BC Ltd.)*, 2016 BCSC 2147 (paragraph 133). Thus, the only requirement in the SPA is that the minutes include the results of any votes, and an owner is not legally entitled to further information. It is open to an owner to request such information, but the strata is not legally at fault for not providing it. In a July 8, 2018 email, the owner asks 5 questions about the timing and content of strata council meeting minutes, including information about an in-camera session. Following the reasoning in *Kayne,* I find the strata was not required to provide the information sought by the owner about the content of the council meeting.

36. In conclusion, I find that the majority of the disputed correspondence is about requests for documents and information that the strata was not required to provide. I therefore conclude that the strata acted reasonably in its responses to this correspondence. I dismiss this claim.

Strata Records – SPA Section 36

37. As previously stated, SPA section 35 and Regulation section 4.1 set out a complete list of the records that a strata must prepare and keep. Also Regulation section 4.1 specifies the length of time the strata must retain various records. Section 36 says that "on receiving a request", the strata must make the records listed in section 35 available for inspection and provide copies to an owner, tenant, or person authorized by an owner or tenant within 2 weeks.

38. The owner says the strata has failed to provide documents he has requested, contrary to SPA section 36.

39. As explained above, many of the document requests set out in the owner's correspondence to the strata are for documents to which he is not entitled, as they are not included in SPA section 35.

40. Also, the owner did not provide the tribunal with a list of documents he currently seeks. The only documents the owner specifically requested in his tribunal submissions were the following:

    a. a copy of the register of owners

    b. "all correspondence including photographs and emails with all parties involved, especially Morrison Hershfeld and Prostar"

41. Regarding the register of owners, SPA section 35(1)(c) says the strata must keep a list of all owners, with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall and storage locker numbers, if any, and unit entitlements. Based on this provision, I find that the owner is entitled to this list. The strata did not indicate that it was already provided or provide a copy in evidence. I therefore order the strata to immediately provide the owner with a copy of the owners' list, as set out in SPA section 35(1)(c).

42. Regarding the second request for "all correspondence including photographs and emails with all parties involved, especially Morrison Hershfeld and Prostar".

Morrison Hershfeld (MH) is the engineering firm the strata hired for balcony repairs in 2012-2013, and Prostar is a contractor who performed much of the work.

43. I decline to make this order. First, I find this request is too broad and too vague. It is unclear what matter the owner is referring, although I infer it relates to the contested balcony repairs discussed later in this decision. Second, the request includes information to which the owner is not entitled. There is no requirement under SPA sections 35 and 36 to disclose photos. Also, the owner says later in the same submission that the documents he seeks were not in the strata files he inspected, but are available from MH. The strata is not obligated to obtain further documents it does not possess in order to provide them to the owner. Also, Regulation section 4.1 sets out the length of time the strata must retain documents required under SPA section 35. Given that the work was done in 2012 to 2013, that time period may have lapsed.

44. The owner did not request that the tribunal order production of other documents, so I make no further order about documents.

Decision Following July 2018 Hearing

45. The parties agree that a council hearing was held at the owner's request on July 11, 2018. The owner says the strata never provided a decision letter following the hearing.

46. SPA section 34.1(3) says that if the purpose of a hearing is to seek a decision of the council, the council must give the applicant a written decision within 1 week of the hearing.

47. The strata does not say it provided a written hearing decision. Rather, it says the purpose of the hearing was to understand the owner's concerns, and the owner only requested the hearing because it was required before he could file this tribunal dispute. The strata says the owner did not discuss those concerns at the hearing, and instead gave the property manager a list of correspondence with document requests going back 5 years. It is a list of "correspondence not or incompletely

answered by VR 113", and includes 40 dates, followed by the words "letter", "fax", or "email". The earliest day is August 2013.

48. In a March 12, 2019 statement, the property manager says he told the owner that going back 5 years would require a lot of time. He says he asked the owner for a description of topics or subjects of the correspondence, but the owner refused to provide further details and left. The strata says the property manager then hired a student who spent 22 hours researching archived correspondence, but the owner filed this dispute before the search and summary were completed. The evidence before me indicates that the strata responded to the owner sometime after August 30, 2018, with a list of when it responded to his 40 items of correspondence. The strata says it was not able to locate 9 of the 40 items.

49. Based on the evidence before me, I find that the strata did not violate SPA section 34.1(3). Specifically, I find that the purpose of the hearing was not to seek a decision of the council, which means there was no requirement to provide a written decision within 1 week. In his June 15, 2018 request letter, the owner said the reason for the hearing was for the strata to answer his correspondence about requests for information and inspection of strata documents. I find that this request for documents and information was not a request for a decision, and therefore did not trigger SPA section 34.1(3). Also, since the owner's list did not set out the specific documents and information he was looking for, and he did not provide particulars as requested by the strata, I find the strata did not violate SPA section 36(3).

50. For these reasons, I dismiss this claim.

AGM Notices

51. The owner seeks an order that the strata must ensure that AGM and special general meeting (SGM) notices are properly copied. On his Dispute Notice, he says that the February 2018 AGM notice included only two-thirds of the budget due to a copying error. This complaint was set out in a February 13, 2018 email, in which the

owner wrote that the AGM notice "contains a poorly copied page 23 (2018 operating budget) that is only partly readable."

52. SPA section 45 sets out the notice requirements for AGMs and SGMs. Section 45(4) says an AGM notice must include the budget and financial statement, as set out in SPA section 103. This section, and the Regulation, contain the details about what a strata budget must contain.

53. The owner did not provide a copy of the budget he says was partially illegible, so I am unable to determine if his allegation is true. I therefore find he has not met the burden of proving this claim. I also find this claim is moot, since the AGM has passed, the fiscal period covered by the 2018 budget is over, and the owner does not request any remedy about the content or application of the budget. Also, I find there is no reason to order the strata to provide properly copied AGM and SGM notices, since this is an implied strata requirement so under the SPA and any such order would have no practical effect.

54. For these reasons, I dismiss this claim.

Resolutions to Amend Bylaws

55. The owner requests an order that when proposing any resolution to amend a bylaw, the strata must provide a "key" to allow comparison with existing bylaws. I decline to make this order because the SPA does not require the strata to provide this information.

56. SPA section 45(3) says that the proposed wording of any resolution requiring a ¾ vote must be set out in the meeting notice. Under section 128, this includes most bylaw amendment resolutions. There is no provision in the SPA that requires further information, such as a comparison chart. There is also no requirement to provide this information under the strata's bylaws.

57. For these reasons, I dismiss this claim.

Balcony Repairs

58. The owner says the strata has not met its duty to maintain and repair the balconies in the strata. He says there are unrepaired micro-cracks in the concrete, which have allowed water ingress resulting in efflorescence and rust from the rebar.

Limitation Act

59. Most of the owner's submission on the balcony issue are about validity of a balcony repairs resolution approved at a September 20, 2012 SGM. For the following reasons, I find that any claim by the owner about the validity or enforceability of the September 2012 resolution are barred under the *Limitation Act.*

60. At the September 20, 2012 SGM, the strata ownership voted on 2 different options for balcony repairs. The first option, which was defeated, was to collect a $170,000 special levy to complete the work as a single project, to repair the balconies and install new waterproofing. The second option, which the ownership approved, was to collect an $80,000 special levy and only repair spalled concrete and exposed rebar on 19 balconies indemnified as "priority 1" by engineering firm MH, and to check other balconies and repair where there was evidence of damage.

61. The owner objects to the resolution passed at the September 2012 AGM. He says it was unenforceable and contrary to the SPA, because at an SGM a year earlier, the ownership had approved a resolution that included a broader scope of work. He also says MH's quoted price later changed, and the price for the more comprehensive repair option was "fraudulently elevated". The owner submits that the second repair option was "idiotic", as it was contrary to expert advice, excluded the cause of the concrete damage, and was indifferent to the structural integrity of the building.

62. As stated in section 13 of the Act, the LA applies to tribunal disputes. A limitation period is a specific time period within which a person may pursue a claim. If the time period expires, the right to bring the claim disappears. Section 6(1) of the LA states

that a proceeding in respect of a claim must not be commenced more than 2 years after the day on which the claim is discovered.

63. For disputes filed before January 1, 2019, like this one, the limitation period stopped when the Dispute Notice was issued. The Dispute Notice for this dispute was issued on August 30, 2018, so I find the limitation period stopped on that date. For the purposes of this dispute, any claims discovered prior to August 30, 2016 would be out of time under the LA.

64. I find the evidence before me establishes that the owner discovered his claim about the validity of the September 2012 balcony repair resolution at the time it was passed. Therefore, the limitation period expired by October 2012, at the latest. I therefore conclude that any claim about whether the strata ought to have proposed or approved on the resolution is barred under the *Limitation Act.* Similarly, I find that any claim about the scope of balcony repair work that was or should have been performed in 2012 and 2013 is also barred under the *Limitation Act.*

Duty to Maintain Common Property

65. The owner says that because repair of micro-cracks in the concrete of the balconies was not included in the 2012-2013 scope of work, there has been water ingress through the cracks. He says he has observed efflorescence and rust stains from rebar on the balconies due to water ingress. The owner requests an order that the strata hire an engineer to investigate the cause of the efflorescence and rust stains, and repair any identified problems.

66. I find the owner has not met the burden of proving that any of the balconies currently require investigation or repair. Because he is not an expert in engineering or concrete construction, I am not persuaded by his opinion about whether there has been water ingress, or the source of such ingress. While the photos provided by the owner show some surface peeling and discolouration on what I infer is one balcony, there is no expert evidence before me to confirm that this is a sign of a structural problem that requires repair, as opposed to cosmetic deterioration.

67. The BC Supreme Court has said that a strata only has a duty to make repairs that are reasonable in the circumstances: *Wright v. The Owners, Strata Plan #205*, 996 CanLII 2460 (S.C.), aff'd (1998), 43 B.C.L.R. (3d) 1, 1998 CanLII 5823 (C.A.). In *Weir v. The Owners, Strata Plan NW 17*, 2010 BCSC 784, the court said that determining what is reasonable may involve assessing whether a solution is good, better, or best. Also, an owner cannot direct the strata how to conduct its repairs: *Swan v. The Owners, Strata Plan LMS 410*, 2018 BCCRT 241. The strata is also entitled to prioritize its repairs: *Warren v. The Owners, Strata Plan VIS 6261*, 2017 BCCRT 139. While prior tribunal decisions are not binding precedents, I find their reasoning persuasive and rely on them. Also, I am required to follow the decisions of the BC Supreme Court in *Wright* and *Weir.*

68. The strata says it has met its duty to maintain and repair the balconies with extensive repair work completed in December 2013. The strata says this work which were supervised and inspected by MH and granted a certificate of completion. The site visit reports and certificate of completion were provided in evidence. The site reports confirm that all balconies, including the owner's, were inspected and hammer-sounded at that time. The evidence also shows that the hammer-sounding revealed a hollow area in the fascia of the owner's balcony, which was repaired.

69. Based on the cases cited above and the evidence before me, I find the owner has not met the burden of proving that the balconies currently require repair, or that the strata has acted unreasonably in its maintenance obligations. He has provided no expert opinion or contractor's report indicating a current need for investigation or repairs, or any structural problem with the balconies.

70. For these reasons, I dismiss the owner's claims about balcony repairs.

Legal Fees

71. The owner claims reimbursement of $1,000 in legal fees, plus $1,400 for his own time spent retrieving and preparing evidence.

72. Tribunal rule 132 was in force at the time this dispute was filed, and therefore is applicable. It said that except in extraordinary cases, the tribunal will not order one party to pay to another party any fees charged by a lawyer or representative in the tribunal dispute process. The current rule, 9.4(3), is essentially the same. It also says the tribunal will not order one party to pay another party's legal fees in a strata property dispute except in extraordinary circumstances.

73. I find that this is not an extraordinary case, as contemplated in the tribunal's rules. Also, the owner's claims were largely unsuccessful. I therefore make no order for reimbursement of legal fees. Also, I would not have ordered $1,000 in legal fee reimbursement in any event. First, the owner only provided invoices showing a combined total of $872.72 in legal fees. Second, some of those fees are from 2014, long before the tribunal began operating, so I find those fees cannot properly be characterized as dispute-related expenses.

74. The tribunal generally does not order reimbursement for a party's own time spent dealing with the dispute, consistent with its practice of not awarding legal fees. I find that is appropriate in this case, and I also note that the owner provided no accounting or record to establish why $1,400 is justified.

75. For these reasons, I dismiss the owner's claim for reimbursement of legal fees and compensation for his own time spent on this dispute.

TRIBUNAL FEES

76. The owner was largely unsuccessful in this dispute. In accordance with the CRTA and the tribunal's rules, I find he is entitled to reimbursement of one quarter of his tribunal fees, which equals $56.25.

77. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses to the owner.

ORDERS

78. I order the following:

    a. The strata must immediately provide the owner with a copy of the owners' list, as set out in SPA section 35(1)(c).

    b. Within 30 days of this decision, the strata must reimburse the owner $56.25 for tribunal fees.

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

80. Under section 57 of the CRTA, a party can enforce this final tribunal decision by filing a validated copy of the attached order in the Supreme Court of British Columbia (BCSC). The order can only be filed if, among other things, the time for an appeal under section 123.1 of the CRTA 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 a BCSC order.

81. Orders for financial compensation or the return of personal property can also be enforced through the Provincial Court of British Columbia (BCPC). However, the principal amount or the value of the personal property must be within the BCPC's monetary limit for claims under the *Small Claims Act* (currently $35,000). Under section 58 of the CRTA, the owner can enforce this final decision by filing a validated copy of the attached order in the BCPC. The order can only be filed if, among other things, the time for an appeal under section 123.1 of the CRTA 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 a BCPC order.

Kate Campbell, Vice Chair