



Civil Resolution Tribunal

Date Issued: March 12, 2020

File: ST-2019-003267

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan NW 2522 v. Bruce*, 2020 BCCRT 292

B E T W E E N :

The Owners, Strata Plan NW 2522

APPLICANT

A N D :

RAY BRUCE and JUDY BRUCE

RESPONDENTS

A N D :

The Owners, Strata Plan NW 2522

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Kathleen Mell

INTRODUCTION

1. The respondents, Ray Bruce and Judy Bruce (owners), own a strata lot in the applicant strata corporation, The Owners, Strata Plan NW 2522 (strata).
2. The strata claims that the owners are breaching bylaws by:
 - a. Keeping more than one dog on the property and placing beware of dog signs on the common property fences.
 - b. Parking and storing boats, trailers, and other items on the common property.
 - c. Using their strata lot or common property in a way that causes a nuisance, is for a commercial purpose, or is contrary to a purpose for which the strata lot of common property is intended.
3. As remedy, the strata seeks the following orders:
 - a. An order that one dog be removed and that the remaining dog be stopped from barking incessantly.
 - b. An order that the beware of dog signs be taken down.
 - c. An order that the owners remove the items parked and stored on the common property.
 - d. Payment of \$150 fines per week for the ongoing bylaw infractions until the owners comply with the bylaws.
4. In their counterclaim, the owners state as follows:
 - a. The strata is treating them significantly unfairly by fining them for having two dogs when the strata previously agreed to allow the owners to keep two dogs. They request an order that the strata stop fining them for having the two dogs.

- b. That the parking bylaws apply to common property but not the limited common property around their strata lot. They ask for an order that the strata stop interfering with their parking and storing items on the limited common property and that the strata cancel the related fines.
 - c. The strata is breaching the bylaws by requiring the owners to contribute to expenses for the repair, care, maintenance of other strata lots.
 - d. The strata added new complaints about other items stored on the property after the initial Dispute Notice and that these new complaints were retaliatory and raised in bad faith by the strata council president.
5. The strata is represented by a strata council member. The owners are represented by Ray Bruce.

JURISDICTION AND PROCEDURE

6. 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.
7. The tribunal has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. In some respects, this dispute amounts to a "it said, they said" scenario with both sides calling into question the credibility of the other. In the circumstances of this dispute, I find that I am properly able to assess and weigh the evidence and submissions before me. Further, bearing in mind the tribunal's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary. I also note the decision *Yas v. Pope*, 2018 BCSC 282 at paragraphs 32 to 38, in which the

court recognized that oral hearings are not necessarily required where credibility is in issue. I therefore decided to hear this dispute through written submissions.

8. 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.
9. 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.

ISSUES

10. The issues in this dispute are:
 - a. Did the owners breach the bylaws by keeping more than one dog on the property and, if so, what is the appropriate remedy?
 - b. Did the owners breach the bylaws by putting up beware of dog signs, and, if so, what is the appropriate remedy?
 - c. Did the owners breach the bylaws by parking and storing boats, trailers, and other items on the limited common property and, if so, what is the appropriate remedy?
 - d. Did the owners use their strata lot or limited common property in a way that causes a nuisance, is for a commercial purpose, or is contrary to a purpose for which the strata lot or common property is intended and, if so, what is the appropriate remedy?
 - e. Did the strata breach the bylaws by requiring the owners to contribute to expenses for the repair, care, and maintenance of other strata lots?
 - f. Are the owners entitled to a declaration that the strata breached *Strata Property Act (SPA)* section 31?

EVIDENCE, FINDINGS AND ANALYSIS

11. In a civil dispute such as this, the strata must prove its claims. It bears the burden of proof on a balance of probabilities. The owners have the same burden to prove their counterclaims.
12. While I have reviewed all of the material provided, I have only commented below on the evidence and submissions necessary for this decision.
13. The strata consists of multiple duplex townhomes and the owners' strata lot which is a detached house. The owners purchased their strata lot in June 2017. It is undisputed that the area surrounding the house is limited common property.
14. The strata sent the owners a letter on March 18, 2019 saying that the owners were in violation of:
 - a. Bylaw 6(1)(d) which prohibits keeping more than one dog on a strata lot;
 - b. Bylaw 6(3) which prohibits keeping dogs that exceed 16 inches in height;
 - c. Bylaws 5(a), (f), and (g) which prohibit using a strata lot or common property in a way that causes a nuisance, is for commercial purposes, or is contrary to a purpose for which the strata lot or common property is intended, as shown expressly or by necessary implication on or by the strata plan; and
 - d. Bylaw 12(2) which prohibits parking motor homes, boats, trailers, campers or recreational vehicles on the common property unless for a period not exceeding a reasonable length of time for the purpose of loading or unloading, or a minor repair or adjustments.
15. The letter said that the owners were in violation on bylaw 6(1)(d) because they have two large German Shepherd dogs. I note that the letter did not refer to the dogs being a nuisance or mention the dogs barking.
16. The nuisance allegations outlined in the letter were about the storage of a large boat, a large commercial trailer, other utility trailers, a storage tent and "equipment"

on the limited common property. The letter did not define what equipment meant. The letter also said that the storage of these items might amount to a commercial use of the limited common property as they were items used in the owners' business. The letter further stated that bylaw 12(2) prohibited parking the boat and trailer on limited common property.

17. In the same letter, the strata informed the owners that they had an opportunity to answer the complaints, including at a hearing if requested. The letter said if the owners did not respond within 14 days, the strata would determine if the bylaws were breached and then would impose fines for each breach.
18. On April 17, 2019 the strata wrote the owners saying it found them in breach of all the above bylaws (except bylaw 6(3) about the height of the dogs). The strata began fining them \$50 for each of the three bylaws for a total of \$150 every 7 days. The owners paid the fine for April 2019 but did not pay any further fines. The strata says the amount owing by the date of its submission was \$4,050.

Did the owners breach the bylaws by keeping more than one dog on the property and, if so, what is the appropriate remedy?

19. The strata provided letters that show before buying the strata lot in June 2017, the owners wrote to the strata and requested permission to keep their two dogs on the strata lot. The strata provided a written agreement for the owners to sign which said that they could keep the two dogs but when the older dog passed away, they could not replace it. The owners did not sign this agreement, but they did purchase the property and move in with their two dogs.
20. There was no complaint from the strata until a year later when the parking issue arose. All the letters between the parties are not in evidence but on November 28, 2018 the strata told the owners by a lawyer's letter that the owners were in breach of both the parking restrictions bylaw and the bylaw restricting pets.
21. The owners provided a letter to the tribunal from the previous owner, D, indicating that he had pets and there was never an issue. D also said that he was on the

strata council for multiple years and in all that time there was never a refusal for multiple dogs or even for larger dogs. D indicated that when he was selling the strata lot to the owners, he asked the strata for permission and the strata approved the two dogs.

22. The owners also state that the police were called to investigate a noise complaint but determined that the two Golden Retrievers in the strata lot behind them were making the noise. The strata did not submit that this did not happen and therefore I accept the owners' evidence that this occurred. The strata also did not dispute the evidence that other strata lot owners had more than one dog or the sizes of the dogs. The owners say that the strata is acting significantly unfairly by enforcing the bylaw against them.
23. Under section 26 of the SPA, the strata council must exercise the powers and perform the duties of the strata including the enforcement of bylaws. That duty is subject to the SPA, regulations, bylaws and rules. In *Strata Plan LMS 3259 v. Sze Holding, 2016 BCSC 32*, the Supreme Court held that a strata council has discretion whether to enforce its bylaws in certain circumstances, but that discretion is limited, particularly in circumstances where the strata owners have a reasonable expectation that the bylaws will be consistently enforced.
24. Section 135 of the SPA sets out a procedure for dealing with a bylaw contravention complaint, which includes providing the affected owner or tenant the opportunity to be heard, before any fine is levied. This protection is for the benefit of the owner or tenant that is the subject of the complaint, not the person making the complaint. Notably, there is otherwise no particular complaint procedure set out in the SPA and a strata council is permitted to deal with complaints of bylaw violations as the council sees fit, so long as it complies with the principles of procedural fairness and is not "significantly unfair" to any person who appears before the council (*Chorney v. Strata Plan VIS 770, 2016 BCSC 148*). As discussed further below, I find the strata's approach has been significantly unfair to the owners.

25. The phrase “significantly unfair” has been interpreted to be simply a plain language version of earlier terms “oppressive or unfairly prejudicial” (see *Chow v. Strata Plan LMS 1277*, 2006 BCSC 335). As noted in *Chow*, oppressive conduct is “burdensome, harsh, wrongful, lacking in probity or fair dealing, or has been done in bad faith”.
26. Section 123(2) of the CRTA is substantially similar to section 164 of the SPA and addresses remedies for significant unfairness in strata property disputes. Section 123(2) provides that a tribunal has discretion to make an order directed at the strata, 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.
27. In *The Owners, Strata Plan BCS 1721 v. Watson*, 2017 BCSC 763, the court restated the test for determining significant unfairness as set out in *Dollan v. Strata Plan BCS 1589*, 2012 BCCA 44:
- 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?
28. The strata says at all times it has acted in good faith in attempting to consistently enforce the strata bylaws and resolve the dispute with the owners. It submits it was not oppressive or unfairly prejudicial.
29. The strata focusses on the fact that the owners did not sign the agreement about the dogs. I find that by allowing the owners to move in with the dogs without requiring a signed agreement or enforcing bylaw 6(1)(d) for a year, the strata condoned the dogs being there. Based on the evidence, I find it was objectively reasonable for the owners to expect that they were allowed to keep their dogs.

30. The evidence also shows that other strata lot owners have been allowed to keep more than one larger breed dog and that the strata has not enforced the bylaws against them. The strata did not provide evidence that these other owners signed any agreement about having two dogs. Therefore, I find it significantly unfair that the strata focussed its bylaw enforcement against the respondent owners. I find that the owners should be allowed to keep their two existing dogs.

Nuisance

31. The strata also says that even if the owners are allowed to keep their dogs because of the unequal enforcement of the bylaws, they still must get rid of one and keep the other one quiet because they are causing a nuisance. The strata says it has received complaints about the dogs because one of them barks whenever anyone comes near the fence surrounding the owners' strata lot.

32. The owners say that the dogs bark because the strata council members were peeking over the owners' fence and taking pictures. As noted above, they also say that the strata filed a complaint with the city but the police determined that it was the 2 Golden Retrievers owned by the strata lot behind the owners' that were barking. Also as mentioned, this nuisance allegation was not contained in the letter outlining the bylaw breached.

33. The strata did not inform the owners of a complaint that the dogs' barking created a nuisance when it sent the letter outlining bylaw infractions. Therefore, the strata has not given the owner a chance to respond to this complaint. I find that the strata did not follow the procedure set out in section 135 and therefore is not able to impose fines for the dog barking, or obtain another remedy for dog barking.

34. Further, the strata did not inform the owner that there was a complaint about beware of dog signs placed on the fence. Therefore, I also find that the strata did not follow proper procedure regarding this complaint and the owners have not had a proper opportunity to respond to this issue. For this reason, I decline to order that the owners take down the beware of dog signs.

Did the owners breach the bylaws by parking and storing boats, trailers and other items on the common property and, if so, what is the appropriate remedy?

35. The strata filed a bylaw amendment with the Land Title Office in 2017. Before that the strata's rules indicated that no motor homes, boats, trailers, campers or recreational vehicles may be parked at any time on the common property but there was no bylaw saying this. There is a disagreement about whether the owners received a copy of the rules when they bought the strata lot. However, the disputed fines were based on the bylaws that were subsequently passed while the owners were living there. Therefore, this is the focus of my analysis.
36. The new bylaws filed on October 12, 2017 included bylaw 12(1) stating that parking was permitted in designated parking areas only. As noted, bylaw 12(2) says that no motor homes, boats, trailers, campers or recreational vehicles may be parked at any time on common property of the strata corporation, unless for a period not exceeding a reasonable length of time for the limited purposes of loading or unloading or minor repairs and adjustments.
37. A September 4, 2018 letter from the strata council president to the owners says that in June 2018 council meeting the strata told the owners that they were breaching the strata bylaws by parking and storing items on the limited common property.
38. The owners argue that:
 - a. They own the only detached strata lot and this means that they have a unique position in the strata. They point to a bylaw which specifies that the owners' strata lot will not be responsible for the costs of assessments or levies relating to other lots in the strata. This should be interpreted to mean that the bylaw about parking does not apply to the limited common property around their strata lot.
 - b. Because the bylaws make them solely responsible for the care of their strata lot this means they are responsible for the control and management of the limited common property.

- c. They believed the parking bylaws would only apply to the other strata lot owners. They say they did not think that it would affect their ability to park vehicles on the limited common property surrounding their separated strata lot.
 - d. Although the SPA indicates that common property can include limited common property, one needs to read the bylaws to determine if this is the case. This was not the intention of the new bylaws and that the strata is acting significantly unfairly in applying the parking bylaw to their use of the limited common property around their strata lot.
 - e. Historically the limited common property around their strata lot was used for parking and storing large vehicles.
39. The strata refutes the owner's assertion that the yard had historically been used for storage and parking. I find that what the previous owner did is of limited relevance to this dispute. The new bylaw was passed after the owners bought the property and the question is whether the owners have breached these bylaws.
40. The owners also argue that the previous owner and their real estate agent made promises to them about being able to park and store items on the common limited property. I agree with the strata that it is not responsible for promises made to the owners by the previous owner or the real estate agent.
41. The strata argues that:
- a. The bylaws do not distinguish between common property and limited common property or set out any exemptions for limited common property and therefore the bylaws are applicable to the limited common property which surrounds the owners' strata lot.
 - b. Although the owners' strata lot has a detached house with a fence around it this does not change the fact that their lot is still a strata lot and bound by the bylaws unless specifically excluded, as in the case of paying fees for the maintenance of other strata lots.

- c. The bylaws make no distinction between limited common property and common property and that the bylaws applicable to common property are also applicable to limited common property.
42. In *Figure Ski Enterprises Inc. v. The Owners, Strata Plan K 838 (Figure Ski)*, 2018 BCCRT 46, the same issue arose as to whether limited common property was a subset of common property. The tribunal member determined that section 1(1) of the SPA states that, “limited common property” means “common property designated for the exclusive use of the owners of one or more strata lots.” Thus, limited common property is a form of common property. This means that here the provisions of bylaw 12(2) apply to all common property, including limited common property.
43. I also find that the bylaws specifically state when the owners’ strata lot should be treated differently. Therefore, when the bylaws do not specifically state this, the owners’ limited common property is included in the bylaws relating to all the strata’s common property as set out in *Figure Ski*.
44. The owners’ say that they are being treated significantly unfairly because historically previous owners were allowed to park their vehicles on the limited common property. Again, what is distinguishable between the parking bylaw and the pet bylaw is that the new bylaw was recently passed stating that large vehicles could not be parked on the common property, which under SPA section 1(1) includes the limited common property. There is no suggestion that the new bylaw has been applied inconsistently.
45. Therefore, I find that the bylaw 12(1) applies to the owners and they cannot park or store, motor homes, boats, trailers, campers or recreational vehicles on the limited common property surrounding their strata lot unless for a reasonable length of time for the purpose of loading or unloading, minor repairs and adjustments.
46. The owners are responsible for the \$50 per week fines associated with the breach of this bylaw. At the time of the Dispute Notice and Amended Dispute Notice was filed the strata said that the portion for this bylaw infraction was \$50. The Amended

Dispute Notice was filed on August 26, 2019 which requested \$50 per week for the fines. This amounts to 18 weeks or \$900. In its submissions the strata requested additional fines beyond this because it argues that fines continued to accrue for ongoing violations beyond the time the Amended Dispute Notice was issued.

47. I decline to order more than was requested in the Amended Dispute Notice. As reasoned in paragraph 60 of *The Owners, Strata Plan VR 484 v. Lawetz*, 2017 BCCRT 59, once the tribunal proceeding was commenced, the issue of whether there had been a bylaw violation was a matter for the tribunal to decide. The vice chair therefore declined to order fines beyond the date of the Dispute Notice. While the reasoning in that decision is not binding on me, I find it persuasive and rely on it.
48. I therefore conclude that the strata's claim for outstanding fines is capped at the \$900 for the parking violation set out in the Amended Dispute Notice. The owners must pay this fine.
49. The owners must also remove any motor homes, boats, trailers, campers or recreational vehicles they have parked on the common property.

Are other items stored on the strata lot for a commercial purpose?

50. Again, bylaws 5(a), (f), and (g) prohibit using a strata lot or common property in a way that causes a nuisance, is for commercial purposes, or is contrary to a purpose for which the strata lot or common property is intended, as shown expressly or by necessary implication on or by the strata plan;
51. I have decided that the owners are not allowed to park their boat and trailers on the common property. Therefore, I need not consider whether they were there for a commercial purpose because they had a logo advertising the owners' business. However, I note that in a decision of this tribunal, *Berman v. The Owners, Strata Plan EPS2470 et al*, the tribunal member determined that he was unable to find that a vehicle was "commercial" simply by the fact it advertised a business. The evidence does not persuade me that I should find differently in this dispute.

52. However, the strata says that the owners also put additional items on the limited common property and that in addition to the trailers and boat, the owners are storing a large shipping container, a storage tent, commercial equipment, and building materials.
53. I note again that the bylaw infraction letter stated that the owners were storing a large boat, a large commercial trailer and other utility trailers. I have already decided that these items are not permitted under bylaw 12(1). The bylaw infraction letter also stated that the owners were storing “equipment” on the limited common property as well as constructing a storage tent on the limited common property. The letter also said that the storage of these items may amount to a commercial use of the limited common property as they were items used in the owners’ business.
54. I find that the strata has not proved that these items are being used for a commercial purpose. There is no business logo on these items. Also, the bylaw infraction letter is vague. It does not itemize the “equipment” and does not set out how any of these remaining items are being used for a commercial purpose. The strata did not provide evidence about how these items were being used for a commercial purpose. The owners say they are using these items to store personal possessions. The evidence is not convincing that this is untrue.
55. The strata also submitted in its Amended Dispute Notice that the owners have installed a storage container on their strata lot. Again, this was not set out in the bylaw infraction letter and the owners have not had an opportunity to respond to any complaint about the storage container. Therefore, I find the strata is not entitled to impose fines for the storage container or request its removal until it fulfills the procedural requirements under section 135 of the SPA.
56. I dismiss the strata’s claims that the owners breached bylaws 5(a), (f), and (g) and find that it has not proven that the remaining items were being used for a commercial purpose.

Nuisance

57. The strata also submits that under bylaws 5(a) it is a nuisance for the other strata lot owners to have to see these items on the owners' strata lot. "Nuisance" is not defined in the bylaws. However, the BC Supreme Court has defined nuisance in a strata setting as an unreasonable continuing or repeated interference with a person's enjoyment and use of their strata lot (see *The Owners, Strata Plan LMS 3539 v. Ng*, 2016 BCSC 2462).
58. The strata says that the storage of unsightly items in the owners' yard is a nuisance to other owners. The strata relies on *Meade v Armstrong (City)*, (*Meade*) 2017 BCSC 2317 as support for its position saying in that case the court noted that the city reasonably determined that the property's appearance was not in keeping with community standards and constituted a nuisance.
59. The owners say that there is no objective evidence to establish a claim in nuisance and that the subjective opinions of other strata lot owners should not be determinative. The owners say that the strata has not provided evidence that their use of the strata lot fell below community standards.
60. I find that *Meade* is distinguishable on its facts from this case. I first note that *Meade* was dealing with a city bylaw and not a strata bylaw. Further the test in *Meade* was whether the city council considered the building, structure or erection of any kind to be "so dilapidated or unclean as to be offensive to the community." The Court decided that the property had the appearance of a junkyard and the items within the open sided shed and therefore visible were an "outright mess." I have viewed the pictures of the items stored on the owners' property and they do not come anywhere near approaching this level of unsightliness.
61. In *LeTexier v. The Owners of Strata Plan LMS 284*, 2019 BCCRT 940, this tribunal found that a loss of view is not a legal nuisance and therefore did not unreasonably interfere with the rights of others. Although not binding on me, I find this decision persuasive in determining that the placement of these items on the owners' strata

lot did not interfere with the other owners simply because they did not like the view of the strata lot.

62. Based on the evidence, I find that the strata has not provided sufficient evidence that the a storage tent and “equipment” are a nuisance. Therefore, I decline to make an order about these other items. It is open to the strata to amend the bylaws to specify what items can be stored on strata lots.
63. Therefore, the strata has only proved that the owners breached bylaw 12(2) which prohibits parking boats and trailers on the strata lot. As noted above the strata is entitled to \$900 for this breach as per the Amended Dispute Notice. The strata is also entitled to interest under the *Court Order Interest Act* (COIA) for this amount which is \$9.62.
64. I dismiss the strata’s other claims.

TRIBUNAL FEES

65. Under section 49 of the Act, and the tribunal’s rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. The strata was partially successful in its claims. Accordingly, I find the strata is entitled to one third reimbursement of its \$250 tribunal fees, or \$83.33.

The Counterclaim

66. Under bylaw 11(5) the monthly maintenance fees payable by the owners was to be equal to all the other lots in the strata but the owners would not be responsible for the cost of any assessment or special levies with respect to the repair, care, or maintenance of other strata lots.
67. In their counterclaim, the owners say the strata breached this bylaw by requiring them to contribute payment to the repair and maintenance expenses of other strata lots.

68. The strata says it has not improperly charged the owners for repairs to other strata lots. It says the owners have not provided specifics about these charges and therefore it can not properly respond to this allegation.
69. The owners say that the strata's operating budget shows that they are contributing to repairs, window washing, gutter cleaning, and hedge trimming and the cost of the depreciation report. They say this means that the strata is offloading repair and maintenance costs to the them in violation of the bylaw.
70. The strata argues that these expenses are not for other strata lots but are for the common property and that the owners are not excused by the bylaw 11(5) for contributing to the upkeep and maintenance of the common property. I agree with the strata that the bylaw does not excuse the owners from expenses regarding the common property. I find that the owners have not proved that the strata is charging them expenses for other strata lots.

Did the Strata act in bad faith toward the owners?

71. The owners also argued that the strata, specifically the strata council president, acted in bad faith. The owners also submit that the strata raised new allegations, specifically about other items on the limited common property of the owners' strata lot after the initial Dispute Notice. The owners also say that certain strata council members took pictures of the owners' back yard. They argue that the strata acted in a manner that was retaliatory and in bad faith.
72. Under section 31 of the SPA, each council member must act honestly and in good faith with a view to the best interests of the strata, and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.
73. The obligations under sections 31 of the SPA are not obligations of the strata, but rather obligations of individual strata council members. However, the individual strata council members are not named parties in this dispute and have not had the opportunity to provide submissions. For that reason, I decline to make any finding about the owner's allegation that certain strata council members failed to comply

with sections 31 of the SPA. I decline to dismiss this aspect of the owner's claims as to do so, would not allow the owners make application to the Supreme Court, as discussed below.

74. Section 33 of the SPA provides remedies for breaches of sections 31 and 32. (Dockside Brewing Co. Ltd. v. Strata Plan LMS 3837, 2007 BCCA 183 at paragraph 59). Although I find that sections 31 of the SPA is within the tribunal's jurisdiction, section 33 of the SPA is expressly outside its jurisdiction, under section 3.6(2)(a) of the Act.
75. Therefore, even if I was to address any specific council members' failure to comply with sections 31, I would not be able to grant any remedy as those requests must be brought before the Supreme Court.
76. To the extent the owner believes that certain strata council members have acted contrary to section 31 of the SPA, I leave it open to the owner to make application to the Supreme Court to seek remedies under section 33 of the SPA in that regard.
77. I find that the owners were partially successful in their counterclaim since I have found that the strata should not have levied fines for the two dogs and the other items stored on the strata lot besides the boat and the trailers. Therefore, they are entitled to reimbursement of 2/3 of their \$125.00 tribunal fees or \$41.67. Setting this off against the \$83.33 the owners must pay to the strata for its tribunal fees, I find that the owners must pay the strata \$41.66 for the remainder of their tribunal fees.
78. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the owner.

ORDERS

79. I order that:

- a. Within 14 days of the date of this decision the strata reverse the fines and fees charged against the owners relating to the infractions of bylaws 6(1)(d) and bylaws 5(a), (f), and (g).

- b. The owners immediately remove their boat and trailers from the limited common property.
- c. Within 14 days of this decision the owners pay the strata \$900 in fines for breaching bylaw 12(2) and \$3.21 as interest under the *COIA* for a total of \$903.21.

80. I dismiss the owners' and the strata's other claims.
81. 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). Once filed, a tribunal order has the same force and effect as a BCSC order.
82. 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, a party can enforce this final decision by filing a validated copy of the attached order in the BCPC. Once filed, a tribunal order has the same force and effect as a BCPC order.

Kathleen Mell, Tribunal Member