



# Civil Resolution Tribunal

Date Issued: August 26, 2020

File: ST-2019-002971

Type: Strata

Civil Resolution Tribunal

Indexed as: *Bridges v. The Owners, Strata Plan VIS4673*, 2020 BCCRT 956

B E T W E E N :

BLAKE BRIDGES

**APPLICANT**

A N D :

The Owners, Strata Plan VIS4673

**RESPONDENT**

A N D :

BLAKE BRIDGES

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Richard McAndrew

## **INTRODUCTION**

1. The applicant, Blake Bridges, owns strata lot 186 in the respondent strata corporation, The Owners, Strata Plan VS4673 (strata).
2. This dispute involves Mr. Bridges' allegations that the strata has failed to comply with the *Strata Property Act* (SPA) by refusing to allow him to place a recreation vehicle (RV) on common property (CP) and rent that space to tenants. Mr. Bridges argues the strata is treating him significantly unfairly by unevenly enforcing the bylaws against him. Mr. Bridges also claims that the strata has improperly disconnected his water supply.
3. The strata denies Mr. Bridges' claims. The strata says it has complied with the bylaws and the SPA. The strata says Mr. Bridges has not obtained the required owners' approval to use the CP. The strata has a counterclaim against Mr. Bridges for reimbursement of \$1,684.46 for the cost of a land survey the strata requested in response to the owner's dispute. The strata has withdrawn additional counterclaims.
4. The owner is self-represented. The strata is represented by a strata council member.

## **JURISDICTION AND PROCEDURE**

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
6. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. Though I found that some aspects of the parties' submissions called each other's credibility into question, I find I am properly able to assess and weigh the documentary evidence and

submissions before me without an oral hearing. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always necessary when credibility is in issue. Further, bearing in mind the CRT's mandate of proportional and speedy dispute resolution, I decided I can fairly hear this dispute through written submissions.

7. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The CRT may also ask the parties and witnesses questions and inform itself in any way it considers appropriate.
8. Under section 123 of the CRTA and the CRT rules, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

## **ISSUES**

9. The issues in this dispute are as follows:
  - a. Did the strata act significantly unfairly by refusing to permit Mr. Bridges to place his RV on the CP?
  - b. Was Mr. Bridges' placement of the RV a significant change of use of the CP within the meaning of SPA section 71?
  - c. Did the strata improperly prevent Mr. Bridges from renting his RV on CP? If so, what is the remedy? Must the strata pay Mr. Bridges \$21,000 for lost rent?
  - d. Did the strata improperly disconnect Mr. Bridges' water supply? If so, what is the remedy? Must the strata pay Mr. Bridges compensation of \$48?
  - e. Is the strata the entitled to reimbursement of \$1,684.46 for the cost of a land survey?

## **BACKGROUND AND EVIDENCE**

10. I have only addressed the evidence and arguments to the extent necessary to explain my decision.
11. The strata was created in 2000. The strata is a bare land strata corporation consisting of 286 strata lots. The strata lots are recreational properties used for temporary occupancy.
12. Section 119 of the SPA allows strata corporations to govern the use of CP with bylaws.
13. The relevant consolidated bylaws were filed at the Land Title Office on January 4, 2018. A subsequent bylaw amendment is not applicable to this dispute. The strata's relevant bylaws say the following:
  - Bylaw 3(5)(a) says no tents or recreational vehicles shall be used for permanent full-time habitation.
  - Bylaw 3(5)(b) says recreational vehicles must be maintained in good condition and be capable of being moved at all times.
  - Bylaw 3(12)(a) says the private yard area of strata lot 186 is zoned as RC-31 by the regional district. The size of dwelling units and accessory buildings may be restricted by specific guidelines as approved by the strata.
  - Bylaw 3(12)(a) says the private yard area of strata lot 186 is restricted to recreational vehicles or yurts.
  - Bylaw 6(1)(a) says the strata must approve a significant change in the use or appearance of common property.
  - Bylaw 37(6) says no vehicles can be parked on CP for more than 8 hours.
  - Bylaw 43 says a strata lot owner shall only use the water supply from their strata lot.

14. Mr. Bridges purchased strata lot 186 in October 2016. The strata lot is bare land with river frontage. The strata lot borders another strata lot and CP.
15. Mr. Bridges provided a photograph of the CP area in dispute which shows a level clearing surrounded by trees with a gravel access lane.
16. Mr. Bridges says the strata granted him exclusive use of the CP land next to his strata lot for 1 year in 2016. Section 76 of the SPA only permits the strata to grant exclusive use of common property for 1 year, subject to renewal. The strata says it did not grant the owner short term exclusive use over the CP. Rather, the strata says they gave Mr. Bridges a 1-year bylaw exemption to park an RV on the CP for more than 8 hours. Although the strata's October 23, 2016 letter only specifically authorizes Mr. Bridges to park a vehicle on the CP, I find that the strata did grant Mr. Bridges' exclusive use of the CP since other residents were not able to access this area of the CP during Mr. Bridges' use.
17. Mr. Bridges says he connected utility services to the CP in August 2017 and tenants moved into his RV on the CP in September 2017. Bridges says he gave the strata a Form K - Notice of Tenant's Responsibilities form (Form K) for his tenants in September 2017.
18. Mr. Bridges says the strata held an annual general meeting (AGM) in November 2018. Mr. Bridges says he submitted a low bid to the strata for a contractor position at the AGM. The strata issued a warning that the owner was violating bylaw 37 by parking vehicles on CP for more than 8 hours in November 2018. Based on the timing of the warning shortly after the AGM, Mr. Bridges believes the strata retaliated against him for submitting his contractor bid.
19. Mr. Bridges sent the strata a Form K dated February 25, 2019 for a tenancy starting on March 1, 2019.
20. On March 22, 2019, the strata told Mr. Bridges it would not accept his Form K because the strata cannot grant Mr. Bridges exclusive use of the CP and because the form indicated that the tenants would reside in the RV as full-time residents

which is prohibited by bylaw 3(5)(a). The strata also said that riparian regulations prevent Mr. Bridges from placing the RV on his strata lot.

21. On March 22, 2019, the strata also denied Mr. Bridges' request for exclusive use of the CP next to his strata lot. The strata was concerned that the owner's use of an RV would significantly change the appearance and use of the CP which is intended to be a natural forest area.

## **ANALYSIS AND REASONS**

22. In a civil claim such as this, Mr. Bridges bears the burden of proving his claims on a balance of probabilities. The strata bears the same burden of proof on its counterclaim.

### ***Significantly unfair***

23. Mr. Bridges says that the strata engaged in significantly unfair conduct, bad faith, dishonesty and collusion by treating him differently than other strata lot owners and by refusing to let him place an RV on the CP near his strata lot.
24. Section 123 of the CRTA contains language similar to section 164 of the SPA, which allows a tribunal member to make an order to remedy a significantly unfair act by a strata corporation. A "significantly unfair" act encompasses oppressive conduct and unfairly prejudicial conduct or resolutions. The latter has been interpreted to mean conduct that is unjust and inequitable (see, for example, *Strata Plan VR1767 (Owners) v. Seven Estate Ltd.*, 2002 BCSC 381). In *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126, the British Columbia Court of Appeal interpreted a significantly unfair action as one that is burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust or inequitable.
25. The test for significant unfairness was summarized by a CRT vice chair in *A.P. v. The Owners, Strata Plan ABC*, 2017 BCCRT 94, with reference to *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44: what is or was the expectation of the affected owner or tenant? Was that expectation on the part of the owner or

tenant objectively reasonable? If so, was that expectation violated by an action that was significantly unfair? Although this decision is not binding on me, I find the reasoning persuasive and I apply it.

26. Mr. Bridges argues that the strata treated him unfairly by prohibiting his use of the CP while permitting other strata lot owners use the CP. In essence, Mr. Bridges argues that the strata is selectively enforcing its bylaws against him and disregarding other owners' bylaws violations. I note that the BC Supreme Court held in *Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32 that strata owners have a reasonable expectation that the strata will consistently enforce bylaws.

27. So, did the strata enforce its bylaws unfairly?

28. Mr. Bridges says that 3 strata lot owners have built structures on the CP even though bylaw 6(1)(a) says the strata must approve a significant change in the use or appearance of CP. Mr. Bridges argues that the strata has ignored violations from these strata lots while enforcing bylaws against him. I have anonymized the identity of the strata lots referred to by Mr. Bridges to protect the privacy of non-parties.

#### Strata lot "A"

29. Mr. Bridges says strata lot A built a raised bed on the CP and the owners of this strata lot regularly park vehicles on the CP in excess of 8 hours per day.

I am not satisfied that the strata gave preferential treatment to strata lot A. The strata sent the owners of strata lot A an undated letter warning them to stop storing unlicensed vehicles on the CP. The strata sent the owners of this strata lot a November 28, 2018 letter confirming that the owners had agreed to remove their unlicensed vehicle. The strata sent an additional warning letters about unlicensed vehicles on February 26, 2019 and August 2, 2019. I find that these warning letters show that the strata enforced its bylaws even-handedly against strata lot A.

Strata lot "B"

30. Mr. Bridges says the owners of this strata lot have built a fence at the property line and the owners reside on the strata lot continuously.
31. I am not satisfied that the strata has given the owners of strata lot B preferential treatment. The Strata sent warning letters about parking vehicles on the CP on January 11, 2019 and August 2, 2019. The strata also informed the strata lot owners that their fence was at the boundary of the CP. I find that these warning letters show that the strata enforced its bylaws against strata lot B.
32. Although the strata has not addressed Mr. Bridges' claim that they reside full-time at their strata in violation of the bylaws, I find that Mr. Bridges' has not provided sufficient evidence to establish that the owners of strata lot B do in fact reside at the property full-time.

Strata lot "C"

33. Mr. Bridges says the owner of this strata lot stored an uninsured vehicle on CP.
34. The Strata sent a warning letter about unlicensed vehicles dated November 28, 2018. The strata also sent the owners a letter on April 12, 2019 warning them to not to live in their RV full-time, to maintain the condition of their RV and to remove unlicensed vehicles. The strata sent a warning about parking on CP on August 2, 2019.
35. I find that the strata warned the owners of strata lot C multiple times to address the storage of unlicensed vehicles on the CP. Thus, I am not satisfied that the strata gave strata lot C preferential treatment.
36. The strata also provided numerous copies of bylaw warning and citation letters sent to strata lot owners. The strata provided approximately 42 warning letters and 9 notices of bylaws fines issued between February 2018 and December 31, 2019. Although the strata appears to rely heavily on warnings rather than bylaw fines to enforce its bylaws, I do not find strata's enforcement uneven. In particular, I note



that there is no evidence before me that the strata has issued a bylaw fine against Mr. Bridges either.

37. Based on the above, I find that Mr. Bridges has not proved that he has been treated unfairly. Specifically, I find that the strata has not enforced its bylaws unevenly at Mr. Bridges' expense. I find that the evidence shows that the strata has been enforcing its bylaws even-handedly against all owners, including the specific strata lot owners that Mr. Bridges referred to.
38. Mr. Bridges also argues that he was treated unfairly in retaliation for submission of a contracting bid at a council meeting in November 2018. However, I find that Mr. Bridges has not provided sufficient evidence to support this allegation.
39. Mr. Bridges also argues that he had a reasonable expectation that he could use the CP based on conversations he had when he purchased the strata lot. Mr. Bridges says TP, a strata council member and president of the strata Design Review Committee, told him that he could place an RV on the CP when he bought the strata lot. The strata says that TP was acting as a real estate agent for Mr. Bridges' purchase of the strata lot, which did not involve the strata. The strata provided documents showing TP marketed the property on behalf of a seller in 2016. I am not satisfied that TP made representations to Mr. Bridges as an agent for the strata. As such, I do not find that it was reasonable for Mr. Bridges to expect that the strata would follow the representations of a real estate agent acting for someone else.
40. Mr. Bridges argues the strata failed to provide reasons or notice of its intention to cancel his permission to use the CP. However, I find that the strata did not cancel this privilege. Rather, the strata let Mr. Bridges' 1-year right of exclusive use of CP expire without renewing it. The strata says, and Mr. Bridges does not dispute, that Mr. Bridges did not make a renewal request in 2017. There is no provision in SPA or the bylaws that requires the strata to provide reasons or notice before refusing to renew a privilege. Section 76(4) of SPA only requires notice if a privilege is cancelled, which is not applicable here.

41. Mr. Bridges also says he was treated unfairly by not receiving an adequate hearing to address his concerns. Mr. Bridges says his January 7, 2019 hearing was too short and he only spoke to the strata council for about 10 seconds. He says the council accepted his documents and they did not ask him any questions. Mr. Bridges argues that he was not given an opportunity to be heard at the hearing in violation of SPA section 34.1(2). For the reasons that follow, I disagree.
42. Mr. Bridges says that he provided oral argument and written submissions to the strata council which they received. While 10 seconds is a very short hearing, Mr. Bridges does not say that the strata council limited the duration of the hearing or prevented further submissions. Further, I do not find that the strata council is obligated to ask Mr. Bridges questions at his hearing. Upon Mr. Bridges' request for a hearing, the SPA requires the strata to hear Mr. Bridges' submissions and there is no evidence before me that the strata did not do so.
43. Mr. Bridges also argues that the strata council did not provide their decision on time. Section 34.1(3) of the SPA says that the strata must provide their written decision within one week of the hearing. The strata rejected Mr. Bridges' request for exclusive use of the CP on March 22, 2019, more than 2 months after the January 7, 2019 hearing. The strata did not provide an explanation why they did not respond within the 1-week deadline provided in section 34.1(3) of the SPA. I find that Mr. Bridges had a reasonable expectation that the strata would comply with the SPA.
44. However, I do not find that Mr. Bridges was prejudiced by the strata's late decision. Mr. Bridges requested the hearing to address the bylaw violation warning he received in November 2018. Since there is no evidence before that the strata issued a bylaw fine against Mr. Bridges, I do not find that the strata's delay in issuing their decision adversely affected Mr. Bridges.
45. For the above reasons, I am not satisfied that the strata treated Mr. Bridges significantly unfairly.

## ***Significant Change***

46. Section 71 of the SPA says the strata cannot make a significant change to the use or appearance of CP without approval by a 3/4 vote of the owners. Mr. Bridges argues that section 71 does not apply because his placement of RV is not a change of use. Mr. Bridges also argues that, even if the placement of the RV is considered a change of use or appearance, it is not a significant change, so a 3/4 vote of the owners is not required. I will consider each argument separately.
47. Mr. Bridges' argues that his continued placement of his RV on the CP is not a change of use because he placed an RV on the CP in 2016, with the strata's permission. Mr. Bridges says it is not a change of use to continue to do so. For the reasons that follow, I disagree.
48. The strata's October 23, 2016 permission to let Mr. Bridges exclusively use the CP was limited to 1 year, as required by section 76 of the SPA. And, as stated above, the strata did not renew this permission. So, Mr. Bridges' right to park an RV on the CP ended in 2017. Although Mr. Bridges started using the CP with the strata's permission, he continued to use the CP without permission from 2017 to 2019.
49. In *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333, the owner changed the CP without prior approval and the BC Supreme Court decided that the approval requirements of section 71 still applied even though the owner had already made the changes. The court noted that the owner should not be in a better position by making significant changes without the proper approval. Similarly, in this matter I find that Mr. Bridges' continued use of the CP after the expiration of strata's permission should not allow him to circumvent the other strata owners' voting rights protected in section 71. For the above reasons, I find that Mr. Bridges' placement of the RV is a change of use.
50. So, I now consider whether this change of use is a significant change within the meaning of section 71 of the SPA. The criteria for this determination are set out in *Foley*:

- a. A change would be more significant based on its visibility or non-visibility to residents and its visibility or non-visibility towards the general public.
  - b. Whether the change to common property affects the use or enjoyment of the strata lot or number of strata lots or an existing benefit of all strata lots.
  - c. Is there a direct interference or disruption as a result of the change to use?
  - d. Does the change impact on the marketability or value of the strata lot?
  - e. The number of strata lots in the building may be significant along with the general use, such as whether it is commercial, residential or mixed-use.
  - f. Considerations should be given as to how the strata corporation has governed itself in the past and what it has followed.
51. Based on these factors, I consider Mr. Bridges' changes to the use of the CP to be significant. The RV will be visible to residents from the access road. Mr. Bridges argues that this CP is located at the end of the access road which other residents do not use. However, even if this area of the road is used infrequently, I find the RV will be visible from the road.
52. The strata argues that this CP area is intended to be used as a natural wooded area. Based on the photographs, I find that this area of CP is generally in a natural state with vegetation and trees. I find that the placement of an RV is a significant change from the natural state of the land.
53. Mr. Bridges' exclusive use of the CP is also relevant. There is no evidence before me that anyone, other than Mr. Bridges or his tenants, will be able to enjoy the CP with Mr. Bridges' RV placed there. In *Foley*, the court said exclusive use of CP alone can be sufficient to consider a change significant. I find the reasoning in *Foley* persuasive and find that Mr. Bridges', or his tenants', exclusive use of the CP is a strong indication that this is significant change from an undeveloped, natural area that could be enjoyed by all residents.

54. Based on the above factors, I find that the placement of the RV is a significant change in the use and appearance of the CP. Further, it is undisputed that Mr. Bridges' use of the CP has not been approved by 3/4 of the owners as required by section 71 of the SPA. Without approval from 3/4 of the owners, the strata does not have the authority to grant Mr. Bridges exclusive use of the CP. So, I dismiss the Mr. Bridges' request for an order granting exclusive use.

### ***Rental of property***

55. Mr. Bridges claims that he has lost \$21,000 in rental income from the strata's refusal to allow him to rent RV accommodations.

56. Mr. Bridges submitted his February 25, 2019 Form K for the rental of an RV placed on the CP. I note that section 146 of the SPA only requires a Form K for tenancies on residential strata lots. There is no provision in the SPA regarding the use of a Form K for a tenancy on CP. However, nothing in my decision turns on the applicability of a Form K to CP because, for the reasons stated, I have found that Mr. Bridges did not have a right to place an RV on the CP in 2019 anyway. So, I find that Mr. Bridges did not have a right start a tenancy on the CP and I dismiss his claim for lost rental income relating to the tenancy.

57. Mr. Bridges also requests a declaration allowing him to rent RV accommodations. I find I cannot grant this relief because I find he is requesting a declaratory order that is not a permitted order under section 123 of the SPA.

58. Section 123 of the CRTA sets out the orders available in a tribunal strata property claim. Unlike the Supreme Court, the CRT has no inherent jurisdiction, and cannot make orders in a strata property dispute other than the following:

- a. an order requiring a party to do something
- b. an order requiring a party to refrain from doing something
- c. an order requiring a party to pay money

- d. 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

59. Further, although not binding on me, I adopt the tribunal's reasoning in *Fisher v. The Owners, Strata Plan VR 1420*, 2019 BCCRT 1379 at paragraph 67. In *Fisher*, a CRT vice chair found that the tribunal cannot provide a declaratory order without authority from the CRTA, a tribunal rule, or other legislation, such as the SPA, except if order is incidental to a claim for relief in which the tribunal has jurisdiction. The vice chair's reasoning was based on the BC Provincial Court's comments in *Shantz, Gorman and Godfroid*, 2012 BCPC 81, and *Dalla Rosa v. Town of Ladysmith*, 2017 BCPC 178.

60. I agree with the vice chair that the CRT does not have authority under the CRTA, its rules, or the SPA to make a declaratory order. I also find that the declaratory order requested by the strata in this dispute is not incidental to a claim for relief because Mr. Bridges is not asking for an order to allow him to start a specific rental agreement. Rather, he is seeking an order that will permit a tenancy in his RV in the future. I find that this is not incidental to an existing claim.

61. For these reasons, I find the CRT has no jurisdiction to make a declaration, in the context of this dispute, that Mr. Bridges can rent RV accommodations. I therefore refuse to resolve this claim under CRTA section 10(1) and I make no specific order about Mr. Bridges' right to rent his RV.

### ***Water connection***

62. Mr. Bridges also requests an order requiring the strata to reconnect his water supply and provide compensation of \$48 for lost use of the water.

63. Mr. Bridges says the strata improperly "capped" his water supply in September 2019. This is corroborated by the August 26, 2019 council minutes which says the strata will "disable the illegal water connection."

64. Mr. Bridges' says the water was disconnected in retaliation for filing this dispute. The strata says they conducted a survey of the area surrounding Mr. Bridges' strata lot on July 24, 2019 in response to this dispute. The strata says that, while performing this survey, it discovered that Mr. Bridges had attached a hose another strata lot's water line in violation of bylaw 43.
65. Mr. Bridges argues that the strata is out of time to challenge his water connection. He says that he has used the water connection since he purchased the property in 2016 and, as such, he argues that the 2-year deadline under *Limitations Act* has expired. However, based on the strata's submissions, I am satisfied that strata discovered this water connection on July 24, 2019. Since the 2-year deadline to commence an action in the *Limitations Act* starts from the date of discovery of the claim, I find that the strata's action is not too late.
66. The strata says it placed a cap over the water connection at the other strata lot to prevent debris from entering the water supply. The strata says Mr. Bridges could reconnect the water supply by removing the cap and opening the valve.
67. Section 69 of the SPA says that owners have an implied easement over CP and other strata lots for water access. So, I find that the strata cannot prevent Mr. Bridges from accessing the water utilities.
68. However, the strata's undisputed evidence indicates that the source of the water supply is located on another owner's strata lot. The owners of that strata lot are not parties to this dispute. Section 69 can establish an implied easement over another strata lot for water access. However, that would require a claim against the owner of the other strata lot. Without the participation of the owners of the strata lot where the water source is located, I decline to make a ruling that Mr. Bridges has a right to access that strata lot.
69. However, I do find that Mr. Bridges' has a right to access water utilities. So, I order the strata to provide Mr. Bridges access to water utilities, at the strata's expense, within 30 days of this decision. I will leave it to the parties to determine the appropriate location for Mr. Bridges' water access.

70. I find that Mr. Bridges has not provided sufficient evidence to prove his claim for \$48 in compensation for loss of access to water utilities. Mr. Bridges has not provided an explanation of how he calculated his request for compensation of \$48 claim or any evidence to support this claim. In the absence of evidence, I dismiss this claim.



## **CRT FEES AND EXPENSES**

71. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Mr. Bridges was generally unsuccessful in this dispute, I dismiss Mr. Bridges' request for reimbursement of the CRT filing fees. Since the strata has withdrawn its counterclaim, other than its request for reimbursement of dispute-related expenses which is discussed below, I dismiss the strata's request for reimbursement of its CRT filing fee.
72. The strata requests reimbursement of \$1,684.46 for the cost of obtaining a professional survey of the strata lot and the surrounding area. The strata argues that this survey was conducted in response to this dispute so it is a reasonable dispute-related expense that should be reimbursed. The survey showed that Mr. Bridges' RV was located on CP. I find that the survey was not a necessary expense because it was undisputed by both parties that Mr. Bridges' RV was located on CP. I am not satisfied that evidence relating to an uncontested issue is a reasonable dispute-related expense. So, I dismiss the strata's request for reimbursement of the survey costs.
73. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Bridges.

## **ORDERS**

74. Under CRTA section 10(1), I refuse to resolve Mr. Bridges' request for a declaration allowing him to rent RV accommodations.
75. I order that the strata must provide Mr. Bridges with access to water utilities, at the strata's expense, within 30 days of this decision.
76. All other claims are dismissed.

77. Under sections 57 and 58 of the CRTA, a validated copy of the CRT's order can be enforced through the Supreme Court of British Columbia. The order can also be enforced by the Provincial Court of British Columbia if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

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Richard McAndrew, Tribunal Member