



Civil Resolution Tribunal

Date Issued: November 16, 2020

File: ST-2020-002960

Type: Strata

Civil Resolution Tribunal

Indexed as: *Ghada Shawil v. The Owners, Strata Plan NW 3068*, 2020 BCCRT 1289

B E T W E E N :

GHADA SHAWIL

APPLICANT

A N D :

The Owners, Strata Plan NW 3068

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about resident parking and record keeping in a strata corporation. The applicant, Ghada Shawil, says that the respondent strata corporation, The Owners, Strata Plan NW 3068 (strata), promised that she could park 3 cars outdoors on common property in front of her strata lot. Ms. Shawil seeks an order for the strata

council to allow her to park 3 cars in that area. Ms. Shawil also alleges that the strata council has inconsistently enforced its rules, favouring some strata lot owners over others, and kept poor records of strata council meetings and annual general meetings (AGMs). So, she seeks an order that the strata council adopt consistent and fair recording keeping and rule enforcement.

2. The strata says that under the *Strata Property Act* (SPA) and the strata's bylaws and rules, Ms. Shawil is only allowed to park 1 car in her limited common property (LCP) enclosed garage, as well as 1 on a common property parking spot between the garage and her strata lot. The strata says that its rules allow each strata lot owner to park no more than 2 cars at their lot, and that the strata did not make an exception for Ms. Shawil. The strata also says that parking more than 1 car on the outdoor common property area causes them to protrude into the adjacent fire lane, contrary to City of Surrey bylaws. The strata denies inconsistent bylaw or rule enforcement, or deficient minute-keeping at strata council or general meetings.
3. Ms. Shawil is self-represented in this dispute. The strata council president represents the strata.
4. For the reasons that follow, I dismiss Ms. Shawil's claims. I find that under the SPA and the strata's rules, Ms. Shawil does not have parking rights to the disputed common property area adjacent to the fire lane at her strata lot. I also find that the evidence does not show the strata unfairly enforced its parking rules or kept unacceptable meeting minutes.

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, email, or a combination of these. Although the parties' submissions each call into question the credibility of the other party in some respects, I find I can properly assess and weigh the written evidence and submissions before me without an oral hearing. In the decision *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not always needed where credibility is in issue. Keeping in mind that the CRT's mandate includes proportional and speedy dispute resolution, I find 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.
9. The parties each provided some evidence after the deadline. I allow this evidence, because I find that the parties had access to it when providing arguments, and did not object to it.

Preliminary Matters

Defamation

10. In her arguments, Ms. Shawil alleges that the strata council or council members defamed her by making untrue statements that harmed her reputation. However, the CRT does not have jurisdiction over slander or libel, as set out in the CRTA. Further, I note Ms. Shawil has not articulated defamation allegations as part of her claims or requested remedies in this dispute. To the extent Ms. Shawil alleges libel or slander against the strata or specific strata council members in this dispute, I make no further comment on those allegations.

Bad Faith

11. Ms. Shawil also alleges that the strata council, and particularly present and former strata council members, acted in bad faith. The duty of good faith is set out in SPA section 31, which applies only to individual council members, rather than to the council or the strata as a whole.
12. Ms. Shawil has not made any claims or requested any remedies in this dispute specifically about bad faith. Further, Ms. Shawil has not named any strata council members as respondents in this dispute. I find I cannot make orders against non-parties who have not been given the opportunity to respond to complaints made against them. Therefore, I dismiss Ms. Shawil's claims to the extent that they allege the strata council, and particular council members, acted in bad faith.
13. Even if Ms. Shawil had named individual strata council members as parties in this dispute, and made claims for bad faith against them, I would have dismissed those claims because I find Ms. Shawil does not have standing to make them. To prove a claim of bad faith, one must show that one or more strata council members breached their standard of care under section 31 of the SPA. Section 31 requires a council member to act honestly and in good faith with a view to the strata's best interests, and to exercise the care, diligence, and skill of a reasonably prudent person in comparable circumstances.
14. In *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32, the court said strata council member duties under SPA section 31 are owed to the strata corporation, and not to individual owners. This means Ms. Shawil cannot succeed in a claim against the strata or individual strata council members for a breach of section 31. This court decision is binding on the CRT, so I would dismiss Ms. Shawil's claim for a remedy under SPA section 31.

ISSUES

15. The 2 issues in this dispute are:
- a. Is Ms. Shawil permitted to park 3 vehicles on the outdoor common property area in front of her strata lot, and if so, what is the appropriate remedy?
 - b. Was the strata significantly unfair to Ms. Shawil in enforcing its bylaws or rules, or recording meeting minutes?

EVIDENCE AND ANALYSIS

16. In a civil proceeding like this one, Ms. Shawil, as the applicant, must prove her claims on a balance of probabilities. I have read all the submitted evidence, but I refer only to the evidence I find relevant to provide context for my decision.
17. The strata was formed in 1989 under the former *Condominium Act*, and presently exists under the successor SPA. The strata consists of townhomes with drive-up vehicle access via common property lanes. Ms. Shawil purchased strata lot 36, known as unit 136, in 2013. According to the strata plan, the owners of strata lot 36 have the exclusive use of an enclosed, stand-alone, LCP garage that is separated from the townhouse strata lot by several feet of paved common property. It is undisputed that the garage is a strata-designated parking spot. It is also undisputed that the outdoor common property area between the garage and the townhouse is a parking spot used by the owners of unit 136, although it is not LCP.
18. The outdoor parking spot is not identified as parking on the strata plan, but the disclosure statement for the strata development shows two proposed parking spots for unit 136. I find those proposed parking spots are the LCP garage and the common property area between the garage and the townhouse. This arrangement is similar to the parking arrangement for other strata lots. The evidence shows that the strata condones the use of outdoor common property areas adjacent to each strata lot as single parking spots for the exclusive use of each strata lot owner. However, I note that under SPA section 76, permission to exclusively use such common property may

only be granted or renewed for a period of 1 year or less, as described below. With that in mind, I find that Ms. Shawil's use of the agreed-on outdoor common property parking spot between the garage and the townhouse is not an issue before me in this dispute, so I make no further findings about it.

19. The strata plan and photos in evidence show that there is an additional common property area, bordered on one side by the garage and the agreed-on outdoor common property parking spot, and on the other side by a strata vehicle lane. This dispute is about that additional common property area, which I will refer to as the disputed area. Based on photos and the strata plan, I find the disputed area is approximately the width of 2 vehicles, and provides vehicle access between the lane on one side, and unit 136's garage and single agreed-on outdoor parking spot on the other side. Photos in evidence show vehicles parked on the disputed area, but I find they are parked diagonally, with portions of at least one vehicle extending into the vehicle lane. I find that the disputed area is not long enough for typical-length vehicles to park perpendicular to the lane without extending into the lane. The strata says, and Ms. Shawil does not deny, that parking is not permitted on common property areas similar to the disputed area that are adjacent to other strata lots.
20. Ms. Shawil suggests that the disputed area is an extension of the agreed-on common property parking spot between the garage and the townhouse. On balance, I find this is not the case. I find that only the area between the garage and the townhouse is the agreed-on parking spot. I address below whether Ms. Shawil is permitted to park additional vehicles on the disputed area.

Is Ms. Shawil permitted to park 3 vehicles on the outdoor common property area in front of her strata lot?

21. Ms. Shawil provided a copy of the real estate listing advertising unit 136 for sale in 2013, which says the strata lot came with 3 parking spots. A previous real estate listing from 2006 shows that unit 136 was advertised as including 4 parking spots. I find that the advertised numbers of parking spots were statements by unit 136's previous owners. I find the advertisements were not statements by the strata, and I find they do not bind the strata. So, I find the advertised numbers of parking spots

included with unit 136 have little bearing on whether Ms. Shawil has parking rights in the disputed area.

22. The core of Ms. Shawil's claim is that she says she obtained strata council approval to park 3 vehicles on the outdoor common property at her strata lot, including on the disputed area. She says that she would not have purchased unit 136 if it had not included 3 outdoor parking spaces, in addition to the garage. Ms. Shawil agrees that she does not use the garage for parking, and chooses to use it for other purposes. So, I find Ms. Shawil's position is that the strata council authorized her to park 2 vehicles on the disputed area, in addition to the 1 agreed-on outdoor parking spot between the garage and the townhouse. Ms. Shawil says, essentially, that the council cannot now withdraw its alleged authorization.
23. However, Ms. Shawil did not identify any strata resolutions or votes, or any general meeting or strata council meeting minutes, granting her permission to park on the disputed area in 2013 or another year. Former strata council members DH and DM recently wrote letters supporting Ms. Shawil's parking claim. DH and DM say that the council agreed to allow Ms. Shawil to park on the disputed area in 2013, as long as she did not block any part of the vehicle lane, which the parties agree is a fire lane. These letters suggest that the strata council voted to approve this parking use, and that the council asked the strata's property management company (Managers) to issue a letter of permission to Ms. Shawil. I find there is no such letter of permission in evidence.
24. In *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610, the court noted at paragraph 23 that strata council decisions are not valid unless they are taken or ratified by a properly constituted and minuted strata council meeting. I find there are no strata council meeting minutes before me recording a strata council decision to allow Ms. Shawil to park on the disputed area. RG and JS, who joined the strata council after 2013, provided statements indicating that they are not aware of any strata council letter or decision allowing Ms. Shawil to park on the disputed area. DH, DK, and Ms. Shawil do not explain why the alleged strata council parking decision is missing from meeting minutes and other documents, whether anyone disputed the

accuracy of any strata council meeting minutes in 2013, and why there is no evidence of the alleged strata permission letter being created or sent. On balance, I find it is more likely than not that this alleged strata council parking decision was not properly voted on and recorded in strata council meeting minutes as required. So, I find there was no valid strata decision saying that Ms. Shawil was allowed to park on the disputed area.

25. Even if the strata council had properly voted in favour of allowing Ms. Shawil to park on the disputed area in 2013, this does not necessarily mean that the strata council had authority to do so under the strata's rules and the SPA.
26. First, the strata's rules. The strata repealed and replaced its bylaws in 2009. The bylaw document filed at the Land Title Office included strata rules. Rule 6(a) says that all residences have 2 parking spaces, and that additional vehicles must be parked outside the strata complex. As noted above, I find that these 2 parking spaces at unit 136 are the garage and the agreed-on common property space between the garage and the townhouse. Also as noted, these 2 parking spaces are not at issue here, although I observe that the strata cannot grant indefinite, exclusive use to common property through a rule. Rule 8 says that all rules will be strictly enforced by the strata council, and I address the allegedly inconsistent enforcement of the parking rules below. Overall, I find that any alleged strata council permission to park on the disputed area granted to Ms. Shawil in 2013 was contrary to the strata's parking rules, which have undisputedly not changed since 2009.
27. Second, I find that any alleged parking permission, if granted, violated the SPA. As noted, the disputed area is common property, but is not LCP. SPA section 71 says that the strata must not make a significant change in the use or appearance of common property unless the change is approved by a resolution passed by a $\frac{3}{4}$ ownership vote at an AGM or special general meeting, except in emergency situations that are not relevant here. I find that changing the disputed area's use from a strata vehicle access area, to 2 parking spots for the exclusive use of unit 136, is a significant change in use requiring a $\frac{3}{4}$ strata ownership vote. I also find that under

SPA section 73, designating the disputed area as LCP for the exclusive use of the unit 136 owners also requires, at minimum, a $\frac{3}{4}$ strata ownership vote.

28. The strata says it has not added resolutions regarding Ms. Shawil's parking to the agenda of any general meeting, as it does not support parking on the disputed area. The parties agree that the strata invited Ms. Shawil to collect the 20% ownership support required under SPA section 43 to direct the strata council to add such resolutions to a general meeting agenda. The strata provided a strata lot ownership list to Ms. Shawil for that purpose. Ms. Shawil says several other strata lot owners support her position on parking. But I find the evidence before me confirms that no strata vote has been properly held on a resolution to change the disputed area's use or to designate it as LCP, including through a valid section 43 request.
29. Even if I found that the strata properly decided to allow Ms. Shawil to park on the disputed area in 2013, and that this was not a significant change in use requiring an ownership vote, SPA section 76 restricts a strata lot owner's exclusive use of such common property. Section 76(2) says that a grant of a special privilege in, or exclusive use of, common property may not be given for a period of more than 1 year, and may be subject to conditions. Here, Ms. Shawil agrees that her alleged parking permission was subject to her vehicles not blocking the fire lane. On the evidence before me, I find that any parking permission granted in 2013 expired well before the strata's disputed parking enforcement actions in 2018 and beyond, and was not renewed by the strata council. I also find that the evidence, including photos, shows that vehicles parked on the disputed area have juttred into the fire lane on one or more occasions, which I find violated the parking permission's condition not to do so, and allowed the strata to cancel it. So, I find that under the SPA, Ms. Shawil was not permitted to park on the disputed area, including from 2018 onwards.
30. Ms. Shawil claims that she is allowed to park on the disputed area under the legal principle of proprietary estoppel, referring to the Supreme Court of Canada's decision *Cowper-Smith v. Morgan*, 2017 SCC 61. The court said that proprietary estoppel protects an applicant's reasonable reliance on another's promise. To prove

proprietary estoppel under the test set out by the court in paragraph 15 of *Cowper-Smith*, Ms. Shawil must show that:

- a. The strata assured Ms. Shawil that she would enjoy some right or benefit over property,
- b. Ms. Shawil reasonably relied on that expectation in doing something, which in this case was purchasing unit 136,
- c. Ms. Shawil suffered a resulting detriment, such that it would be unfair or unjust of the strata to go back on its word.

31. In *Cowper-Smith*, the court also said that proprietary estoppel may make a party's assurance binding **when the party responsible for the representation or assurance possesses an interest in the property sufficient to fulfill the claimant's expectation** (my emphasis). In this case, as discussed above, I find that the strata did not possess an interest in the disputed area sufficient to grant Ms. Shawil permission to park there. As noted, giving Ms. Shawil permanent, exclusive parking rights to the disputed area requires a $\frac{3}{4}$ ownership vote, which has not been obtained. Further, I find that the strata itself did not provide any parking assurance directly to Ms. Shawil prior to her purchase of unit 136. Ms. Shawil admits that prior to buying the strata lot, she received parking assurances through the seller of unit 136, who was on the strata council, as well as her real estate agent, but not from the strata council directly. I find that Ms. Shawil's reliance on alleged assurances given by those persons was not reasonable, because she failed to take other reasonable steps to reliably confirm unit 136's parking entitlement.

32. The parties disagree about whether Ms. Shawil requested or received a Form B statement prior to buying unit 136. However, Ms. Shawil submitted a Form B dated June 24, 2013, before she purchased unit 136, that was silent about parking. Ms. Shawil says she thought this meant parking was unrestricted. I find it is not reasonable to assume silence in a Form B means there are no parking restrictions whatsoever, particularly when the strata rules specifically restrict parking. A second Form B dated July 10, 2018, says that the only parking stall assigned to unit 136 was

the garage. Further, Ms. Shawil says she reviewed strata council meeting minutes and other documents prior to purchasing unit 136, and she does not deny that she is a real estate agent and is familiar with such matters. I find that in the circumstances, Ms. Shawil knew, or should have known, that the strata had not made a decision to authorize any parking on the disputed area. I find her reliance on the less-reliable second-hand assurances of the strata lot seller and the real estate agent, over the records and rules of the strata, was not reasonable. I find that the strata did not provide any clear and meaningful assurance directly to Ms. Shawil that she would be permanently allowed to park on the disputed area. So, I find that the requirements of proprietary estoppel are not satisfied.

33. Given this finding, I need not consider the strata's argument that the *Law and Equity Act* requires contracts affecting land to be in writing, rather than made verbally. I also considered the related doctrine of promissory estoppel, which occurs when a party, by words or conduct, makes a promise or assurance intended to affect both parties' legal relationship, and to be acted on (see *Maracle v. Travellers Indemnity Co. of Canada*, 1991 CanLII 58 (SCC)). I found above that the strata made no effective promise or assurance about the disputed area that Ms. Shawil could have reasonably relied on in purchasing the strata lot. So, I find promissory estoppel does not apply here. I also note that promissory estoppel requires a legal relationship between the parties, often a contract, and I find that there was no legal relationship between the parties at the time of the strata's alleged parking promises, before Ms. Shawil purchased her strata lot. Ms. Shawil's strata lot purchase was between her and the seller, not the strata. Overall, I find it was Ms. Shawil's lack of reasonable due diligence that led her to misapprehend whether she could park on the disputed area, not any actions by the strata or the strata council.
34. As set out in the following section, I also find that the strata did not treat Ms. Shawil significantly unfairly when enforcing its parking rules. I find Ms. Shawil has not met her burden of showing that she has any parking rights in the disputed area, and I dismiss her claims on this issue.

Was the strata significantly unfair to Ms. Shawil in enforcing its bylaws or rules, or recording meeting minutes?

35. Ms. Shawil says that the strata council favoured some strata lot owners over others by only enforcing bylaws and rules, in particular parking rules, against certain owners. Ms. Shawil says that this allegedly selective enforcement was discrimination under the BC *Human Rights Code*. She says that selective enforcement affected those of female gender and visible minorities. However, I find Ms. Shawil was not more particular in her allegations, and did not identify those allegedly discriminated against. Having reviewed the evidence, I acknowledge that several strata lot owners expressed personal frustration with the present strata council and its president, who is not named as a respondent in this dispute. However, I find the evidence fails to show any discrimination by the strata council, and I reject Ms. Shawil's poorly supported and vague allegations of human rights violations.
36. I find that Ms. Shawil's allegations about inconsistent bylaw and rule enforcement, and inadequate meeting minute-taking, are claims that the strata acted significantly unfairly toward her. The courts and the CRT have found that "significantly unfair" means oppressive or unfairly prejudicial conduct. In *Reid v. Strata Plan LMS 2503*, 2003 BCCA 128, the BC 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 and/or that is unjust or inequitable.
37. Under section 123(2) of the CRTA, the CRT may make orders directed at the strata if they are needed to prevent or remedy a significantly unfair action, decision or exercise of voting rights. This is similar to the BC Supreme Court's powers under SPA section 164. In *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, the BC Court of Appeal considered the language of SPA section 164. Paragraph 28 of *The Owners, Strata Plan LMS 1721 v. Watson*, 2018 BCSC 164 restated the test for significant unfairness established in *Dollan* as:
- 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?

38. The decision *Kunzler v. The Owners, Strata Plan EPS 1433*, 2020 BCSC 576, indicates that the consideration of an owner's reasonable expectations is not always necessary when determining significant unfairness. The court in *Kunzler* found that the reasonable expectations portion of the test may not be appropriate in all circumstances, but that it may make sense when a strata council is exercising its discretionary authority. That was the case in this dispute, which involves the strata's enforcement of bylaws and rules and recording of meeting minutes. So, I will consider the reasonableness of Ms. Shawil's expectations.
39. I note that in *356 Cathedral Ventures Ltd. v Owners of Strata Plan BCS3598*, 2020 BCSC 1583, the BC Supreme Court indicated that the *Dollan* "reasonable expectations" test had not been universally applied, and it declined to do so in that case. However, *356 Cathedral* involved the expectations of future commercial strata lot owners prior to the formation of a strata corporation. *Dollan* involved a residential strata's application of its bylaws, which I find more closely matches the circumstances of this dispute, and supports the consideration of Ms. Shawil's reasonable expectations.
40. I find that Ms. Shawil expected to park 2 vehicles on the disputed area. As discussed above, I find that expectation was not reasonable, given the strata's rules against additional parking spots, the absence of a required $\frac{3}{4}$ strata ownership vote on a resolution allowing Ms. Shawil to park there, and the lack of evidence showing that the strata made a decision to allow Ms. Shawil to park there. I also find that Ms. Shawil's parking expectation was not violated by a strata action that was significantly unfair. I find that in respect of the disputed area, the strata council simply took steps to act in accordance with the SPA and to enforce its own parking rules. Further, I find that allowing Ms. Shawil to park on the disputed area would have been significantly unfair to all other strata lot owners who were prohibited from parking on similar common property near their strata lots.

41. Turning to parking enforcement generally, I find the evidence, including witness statements and strata council minutes, shows that the strata's parking rules were not always strictly enforced in the past. However, the parties agree that the strata council took a more active approach to parking enforcement starting in 2018. This is consistent with May 8, 2018 strata council meeting minutes showing that parking rules were discussed, and enforcement measures confirmed. The strata says it took these steps because parking violations became more of a problem after the City of Surrey installed parking meters on the street outside of the strata around that time. It is undisputed that the strata council, through its Managers, then began sending Ms. Shawil notices saying that she was not allowed to park on the disputed area. Ms. Shawil voiced her disagreement with the strata council's position on her parking in a July 12, 2018 strata council meeting. The strata says that because of this unresolved dispute, it has not yet fined Ms. Shawil for parking on the disputed area.
42. The strata council submitted many parking violation notices issued to several different strata lot owners in 2018 and beyond, which I find shows that Ms. Shawil was not singled out for parking violations. Ms. Shawil points to photos of vehicles parked beside strata lots, which are slightly overhanging into the vehicle lane. However, I find she failed to show whether any of those strata lot owners were sent warnings or issued fines, and if not, whether the strata received any complaints about those parked vehicles, which the strata denies. The strata says it relies on and responds to parking complaints, but that it cannot address every parking violation in the absence of complaints. Overall, I find the evidence does not show that the strata council failed to adequately enforce its parking bylaws against certain strata lot owners, or that its enforcement against Ms. Shawil was for a reason other than parking on the disputed area not being permitted. I find it was not reasonable for Ms. Shawil to expect different parking enforcement, because I find the strata enforced its parking rules consistently and fairly in the circumstances.
43. Ms. Shawil alleges that she and other unidentified strata lot owners were unfairly targeted by certain strata council members through inconsistent bylaw enforcement and poor responsiveness to repair requests. She says that she received poor maintenance service from the strata when others did not, such as outdoor drainage

upgrades, window repairs, and pest prevention work. She also suggests that some strata lot owners received special permission to alter their common property. The strata denies these allegations.

44. I find the evidence shows contentious relations and deeply held disagreements between various strata residents, and that Ms. Shawil in particular was dissatisfied with certain present and former strata council members' actions. However, I find there is little evidence showing that the strata failed in any of its duties under its bylaws and the SPA, including for repairs, maintenance, and bylaw enforcement. I also note that Ms. Shawil does not claim a remedy for allegedly inadequate repairs and maintenance, or inequitable enforcement of bylaws and rules not related to parking. I find that those allegations are instead intended to show a pattern of strata council discrimination against her and other strata lot owners not named in this dispute, and preferential treatment of others. I find this alleged pattern is unsupported on the evidence before me. I find the evidence does not show the strata failed to adequately respond to Ms. Shawil's repair and maintenance needs, and strata council meeting minutes instead show adequately diligent responses to repair requests in the circumstances. So, on balance, I find the strata's repair activities were fair. I find Ms. Shawil's expectation that she should have received additional, exceptional strata service and permissions, or that others should have received less, was not reasonable.
45. Turning to meeting minutes, Ms. Shawil says that the strata failed to record her parking concerns, and the support from other strata lot owners for her parking in the disputed area, in the October 30, 2018 strata AGM minutes, contrary to her expectations. I find that those minutes record an owner, whom I infer was Ms. Shawil, discussing the parking spaces assigned to her strata lot and the possibility of taking legal action about them, at the AGM. The minutes say that a lengthy discussion ensued before the matter was tabled for further discussion by the new strata council. The strata says, and Ms. Shawil does not directly deny, that the strata lot owners later voted against making changes to the October 30, 2018 AGM minutes. I find the evidence shows that the owners voted to approve those minutes at the following AGM. I find there is no evidence showing that a resolution about Ms. Shawil's parking

was properly proposed and voted on at the October 2018 AGM or at any other general meeting, and no such vote is recorded in any meeting minutes.

46. At paragraph 8 of *Kayne*, the court said that the SPA does not set out any degree of detail that must be contained in strata council meeting minutes, beyond stating that the minutes must include the results of any votes. The court also said that the minutes must contain records of decisions taken by council, but may or may not report in detail the discussions leading to those decisions. Although *Kayne's* focus was strata council meeting minutes, I find the same reasoning applies to AGM minutes. I find the October 30, 2018 AGM minutes meet this test, and specifically, that the minutes were not required to record all attendee statements about parking. Given *Kayne*, I find meeting minutes need not be transcripts. So, I find Ms. Shawil's expectation that the October 2018 AGM minutes contain additional detail was not reasonable, and I find the minutes did not result in any significant unfairness. Further, I find that the evidence does not support significant deficiencies in any other general or strata council meeting minutes.
47. I find that Ms. Shawil has not met her burden of demonstrating that the strata, through the strata council, acted significantly unfairly as alleged. I dismiss Ms. Shawil's claims about inconsistent bylaw and rule enforcement and inadequate minute-taking.

CRT FEES AND EXPENSES

48. Under section 49 of the CRTA and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses.
49. The strata was successful, but paid no CRT fees. Neither party claimed any CRT dispute-related expenses. So, I order no reimbursements.
50. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Shawil.

ORDER

51. I dismiss Ms. Shawil's claims, and this dispute.

Chad McCarthy, Tribunal Member