



Civil Resolution Tribunal

Date Issued: January 15, 2021

File: ST-2020-001738

Type: Strata

Civil Resolution Tribunal

Indexed as: *Yee v. The Owners, Strata Plan EPS3863*, 2021 BCCRT 45

B E T W E E N :

PUI-LING YEE

APPLICANT

A N D :

The Owners, Strata Plan EPS3863

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. The applicant, Pui-Ling Yee, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS3863 (strata). Ms. Yee says the strata has failed to investigate her complaints about second-hand smoke and aromatherapy scents entering her strata lot (strata lot 30) from another (strata lot 29).

2. Ms. Yee alleges that the strata acted in a significantly unfair manner by failing to enforce its nuisance bylaws in a timely manner. She claims \$2,141.34 as compensation for having to move out of her strata lot on August 8, 2019, due to the smoke and scents. She seeks an order for the strata to stop second-hand smoke or aromatherapy scents from strata lot 29. She also seeks orders for the strata to 1) establish procedures and timelines for stopping future second-hand smoke or scents from strata lot 29 entering her strata lot and 2) for the strata council and the strata property manager to generally respond to her requests in a reasonable time and manner.
3. The strata denies Ms. Yee's claim. It says it enforced its nuisance and smoking bylaws in a reasonable manner. It also says it hired a contractor to examine the ventilation in strata lot 30, and the contractor found no problems.
4. Ms. Yee represents herself. A strata council member represents the strata.
5. As discussed below, I find the strata initially failed to investigate Ms. Yee's complaints and enforce its bylaws in a reasonable manner. I find that Ms. Yee is entitled to \$500 as damages for significant unfairness and half of her claimed CRT fees and dispute-related expenses. I decline to make the other orders requested by Ms. Yee. My reasons follow.

JURISDICTION AND PROCEDURE

6. 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.
7. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. I am satisfied an oral

hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.

8. 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.
9. 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.

Late Evidence

10. The strata provided late evidence showing that it arranged for a contractor to clean and check the ventilation system in Ms. Yee's unit. This evidence also shows that Ms. Yee allowed the contractor access in May but not July 2020.
11. Ms. Yee did not object and had the opportunity to review the late evidence and provide submissions and evidence in response. Consistent with the CRT's mandate that includes flexibility, I find the late evidence does not result in any prejudice to Ms. Yee and I allow it.

ISSUES

12. The issues in this dispute are as follows:
 - a. Did the owner of strata lot 29 breach strata bylaws by smoking and using an aromatherapy diffuser in her strata lot?
 - b. Did the strata adequately investigate and enforce its bylaws after receiving Ms. Yee's complaints, and if not, what are the appropriate remedies?

POSITIONS OF THE PARTIES

13. Ms. Yee submits that the strata delayed in enforcing its bylaws. She says she first complained of second-hand smoke and aromatherapy scents from strata lot 29 in February 2019. Although the strata eventually levied fines, she points out that this did not occur until nearly a year later, on January 24, 2020. She also says that after strata lot 29's owner moved out, someone continued to use aromatherapy scents in that strata lot. She says the strata has not suitably addressed her complaint about this.
14. The strata says that it wrote to strata lot 29 in March 2019. It says it was unaware that second-hand smoke and aromatherapy scents continued to be a problem until Ms. Yee complained again in May 2019. It says that after this, enforcing the bylaws took time.

EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, Ms. Yee must prove her claims on a balance of probabilities. I have read all the parties' evidence and submissions, including case law, but only refer to them as necessary to explain my decision.

The Strata's Bylaws

16. The strata's bylaws are relevant as this dispute is about bylaw enforcement. The strata uses the Schedule of Standard Bylaws in the *Strata Property Act* (SPA) with amendments registered in the Land Title Office. In my decision I will refer to the bylaws below collectively as the nuisance bylaws.
17. Bylaw 3(1)(a) says that an owner, tenant, occupant or visitor must not use a strata lot in a way that causes a nuisance or hazard to another person. Bylaw 3(1)(c) also prohibits an owner, tenant, occupant or visitor from using a strata lot in a way that unreasonably interferes with the rights of other persons to use and enjoy another strata lot.

18. As amended, bylaw 41(8) prohibits smoking within all strata lots and common property. This bylaw was amended at the annual general meeting (AGM) held on May 23, 2019 and registered in the Land Title Office on July 23, 2019.

The Background Facts

19. The background facts are largely undisputed. The strata consists of 87 strata lots in a 16-storey building that provide apartment-style housing. Ms. Yee owns strata lot 30 on floor 7. She moved in around January 2017. TLC owns strata lot 29. She moved in around November 2018.
20. Strata lot 30 shares a wall with strata lot 29. Ms. Yee says that shortly after TLC moved in, she smelled cigarette smoke. She says the smell entered strata lot 30 through the baseboard area of the shared wall.
21. Ms. Yee spoke to TLC and TLC's daughter in January 2019. After their first discussion the smoking did not stop, and Ms. Yee also began to smell aromatherapy scents. Ms. Yee spoke to TLC's daughter again. In correspondence to the strata Ms. Yee says she saw an aromatherapy diffuser in strata lot 29 at the time. TLC's daughter said they would stop using scents, but the smells persisted. I accept Ms. Yee's version of events (including what she smelled) as it is consistent with much of the other evidence outlined below.
22. On February 19, 2019, Ms. Yee emailed the strata's property manager. She complained about the second-hand smoke and scents from strata lot 29 entering her strata lot. She said most of the smoke came through the vents, and some through the front door and baseboard area. She asked the strata to enforce bylaw 3(1)(a). She also filled out a bylaw complaint form about the incident on March 3, 2019 and provided it to the property manager.
23. The strata sent a March 14, 2019 letter to TLC. The strata asked her to take steps to mitigate smoking and other scents coming from her strata lot. The strata referred to bylaw 3(1)(a) but did not say it would take any measures to enforce the bylaw.

24. TLC's realtor, EC, responded in a March 22, 2019 email. EC wrote that TLC was elderly and "can't quit smoking". He added that TLC would close the patio door and add a strip of glue under her door to try to keep smells from exiting her strata lot.
25. I note that TLC would later deny smoking or using aromatherapy scents in breach of the bylaws. However, I conclude that TLC likely smoked and used aromatherapy scents in her strata lot on a daily or near daily basis from January 2019, until she moved out in February 2020. My conclusion is consistent with EC's email and other evidence, including Ms. Yee's schedule of incidents which I will refer to below.
26. At a March 26, 2019 strata council meeting, the strata council reviewed EC's email and decided to send a warning letter stating that it would fine TLC if it received further complaints. The strata says it sent this letter but was unable to find a copy of it. I find it likely the letter was not sent through inadvertence.
27. On May 9, 2019, Ms. Yee emailed the strata to advise that there was still second-hand smoke and scents entering her strata lot. The strata sent a June 6, 2019 letter to TLC advising she had allegedly breached bylaws 3(1)(a) and (c) and potentially faced fines. In a June 20, 2019 letter, TLC's lawyer wrote that TLC "unequivocally" denied the allegations in the June 6, 2019 letter.
28. I note that around this time, the owners in the strata amended bylaw 41(8) at the May 23, 2019 AGM to prohibit smoking in strata lots and common property. The amendment was registered at the Land Title Office in July 2019. Ms. Yee says the strata should have registered the bylaw amendment earlier, but I find nothing turns on this, as the strata was enforcing bylaws 3(1)(a) and (c) against TLC for smoking in her strata lot. Ms. Yee also says the strata had intended to amend bylaw 41(8) to stop smoking in strata lots at the March 13, 2018 AGM and neglected to do so. I find Ms. Yee's submission unsupported by the evidence, including the notice and minutes for the 2018 AGM.
29. Ms. Yee says she moved out of her strata lot on August 8, 2019. This is supported by her electrical bills, which show a steep decline in electrical use in strata lot 30 after August 2019. I find that Ms. Yee moved out, at least in part, due to the second-hand

smoke and aromatherapy scents. I base my finding on Ms. Yee's submissions and an October 26, 2019 letter from Ms. Yee's mother. There is no indication Ms. Yee ever returned to live at her strata lot.

30. At an August 12, 2019 strata council meeting, the strata council decided to hire a lawyer to assist in enforcing its bylaws. Ms. Yee also attended to have a hearing at this same meeting. The strata's lawyer then emailed Ms. Yee on September 18, 2019 to ask for further evidence. She wrote that in her view, the details in Ms. Yee's bylaw complaint forms were insufficient under the SPA to prove TLC's bylaw breaches. She asked Ms. Yee to fill out a detailed schedule about smoking smells. Ms. Yee filled it out and returned the form. It is 28 pages long and details over 100 separate incidents from January to September 2019.
31. In a September 30, 2019 letter, the strata's lawyer emailed TLC's lawyer regarding breaches of bylaws 3(1)(a) and (c) and 41(8). Bylaw 41(8) appears mis-numbered as 7.12(8) in the letter. The letter included Ms. Yee's schedule. TLC's lawyer emailed back that they no longer acted for TLC. The strata's lawyer then mailed substantially the same letter to TLC directly on October 2, 2019.
32. TLC hired a new lawyer and she outlined TLC's position in an October 30, 2019 letter. TLC denied smoking in the strata lot or anywhere else in breach of the bylaws. TLC admitted to using aromatherapy scents but denied this breached any bylaws. She said the strata did not demonstrate that the smoke originated from strata lot 29.
33. The strata's lawyer subsequently advised the strata council to conduct further investigations. The results of the investigation are outlined in a January 24, 2020 letter from the strata's lawyer to TLC's lawyer and several witness statements. In December 2019 and January 2020, the strata council members visited 6 strata lots, which included strata lot 30 and other strata lots on floors 6 and 8. According to the evidence, the strata council members did not smell any odours, save in strata lot 30. TLC declined to grant access to strata lot 29. The strata's lawyer wrote that this left strata lot 29 as the only possible source of second-hand smoke and aromatherapy

scents. The strata's lawyer wrote that the strata was levying a fine of \$1,000 against TLC's strata lot account as a reasonable amount for the breaches.

34. Correspondence shows TLC paid the fine and moved out on February 3, 2020.
35. After TLC moved out Ms. Yee continued to fill out bylaw complaint forms in February, March, April, and June 2020. She advised the strata that she no longer smelled second-hand smoke but continued to smell aromatherapy scents.
36. The strata's lawyer wrote an April 17, 2020 letter to TLC's lawyer warning of new fines for bylaw breaches. She also attached Ms. Yee's new schedule of incidents from February 1 to March 31, 2020. TLC replied directly through an April 20, 2020 email and advised that she had moved out and found the complaints "very ridiculous".
37. In May 2020, the strata decided to hire a contractor, RB, to confirm that the ventilation system worked in strata lot 30. In a witness statement, RB says he inspected the ventilation system in strata lot 30 and elsewhere. RB found that the ventilation system was functioning normally. I accept RB's evidence as fact as nothing contradicts it.
38. On May 26, 2020, the strata council president, property manager, and caretaker inspected strata lot 29. They each provided witness statements in this dispute. A representative for TLC attended at the time. In their witness statements, the strata's representatives agreed that strata lot 29 was vacant and devoid of smoke odours. They also described light aromatherapy scents. The strata council president, Ms. Li, also notes that she "did not observe any devices that could be generating a scent". I infer the other representatives did not see a diffuser or other scent-generating device because they did not mention seeing one.
39. In a June 15, 2020 letter, the strata asked Ms. Yee for more information about what she was continuing to smell. In a July 23, 2020 letter, the strata asked Ms. Yee if she would allow access for a contractor to examine her ventilation system again. Ms. Yee ultimately did not allow the contractor access.

Issue #1. Did TLC breach strata bylaws by smoking and using an aromatherapy diffuser in her strata lot?

40. For the reasons set out below, I find that TLC or others residing in strata lot 29 breached bylaws 3(1)(a) and (c) by smoking and using an aromatherapy diffuser. As noted above, these bylaws prohibit a person from using a strata lot in a way that causes a nuisance or hazard to another person. The breaches started in January 2019 and ended once TLC moved out in early February 2020. I am satisfied by Ms. Yee's evidence that the breaches likely occurred on a near-daily basis.
41. I also find that TLC or others residing in strata lot 29 breached bylaw 41(8). These breaches occurred from July 23, 2019, when the bylaw was amended to prohibit smoking in strata lots, to early February 2020.
42. I reach these conclusions in part because I accept Ms. Yee's submission that second-hand tobacco smoke is dangerous. Previous CRT decisions have reached the same conclusion. See, for example, *The Owners, Strata Plan KAS879 v. Casorso*, 2020 BCCRT 491 at paragraph 26 and *McIntosh v. Weinehl*, 2021 BCCRT 18 at paragraph 37. Ms. Yee also provided various articles about the dangers of second-hand smoke, but I would still reach the same conclusion even without these materials. I also accept Ms. Yee's evidence that both the second-hand smoke and aromatherapy scents negatively affected her health. Ms. Yee provided an August 19, 2019 note from her physician, which says the smoke and scents exacerbated Ms. Yee's allergies and asthma, preventing her from sleeping peacefully.
43. I also find that the second-hand smoke and aromatherapy scents were a nuisance under the bylaws from January 2019 to early February 2020. In a strata setting, nuisance is defined a substantial, non-trivial, and unreasonable interference with an owner's use and enjoyment of their property: see *The Owners, Strata Plan LMS 1162 v. Triple P Enterprises Ltd.*, 2018 BCSC 1502 at paragraph 33. I find that Ms. Yee's use and enjoyment of her property were substantially affected as demonstrated by the physician's note.

44. However, I am not satisfied that TLC or anyone else in strata lot 29 breached any bylaws after February 3, 2020. By then TLC had moved out and strata lot 29 was vacant. The witness statements of Ms. Li, the property manager, and caretaker also support this conclusion. As noted above, they each entered the strata lot in May 2020 to inspect it and found it empty.
45. Ms. Yee provided a June 10, 2020 witness statement from HK, an acquaintance, and a June 22, 2020 witness statement from her mother. Both state that they visited Ms. Yee's strata lot in June 2020. Both say they smelled aromatherapy scents that were pronounced. HK wrote that they couldn't "imagine living with this smell all the time". Ms. Yee's mother alleged that TLC continued to use scents in her strata lot.
46. I acknowledge this evidence, as well as Ms. Yee's submission that TLC is still using a scent-generating device in strata lot 29. However, I find there is insufficient evidence that anyone is using an aromatherapy diffuser or otherwise using scents in strata lot 29. During their visit to strata lot 29, Ms. Li, the property manager, and caretaker each said they did not smell any smoke odours and smelled only light aromatherapy scents. They did not see any scent-generating devices. I therefore find it unlikely that TLC continued using any scents, either to mask residual smoke smells or otherwise.
47. For those same reasons, I am also not satisfied that the aromatherapy scents were a nuisance after TLC moved out in February 2020.
48. It is not clear on the evidence why Ms. Yee and others continue to smell the aromatherapy scents. The strata's late evidence indicates it wishes to continue investigations by looking at the vents in strata lot 30 once again. I leave this for the parties to consider.
49. In summary, I find TLC breached bylaws 3(1)(a) and (c) and 41(8) multiples times, but the breaches stopped after February 3, 2020.

Issue #2. Did the strata adequately investigate and enforce its bylaws after receiving Ms. Yee's complaints, and if not, what are the appropriate remedies?

50. SPA section 26 requires the strata, through strata council, to enforce the strata's bylaws and rules. The strata corporation may investigate bylaw contravention complaints as it sees fit, so long as it 1) complies with the principles of procedural fairness and 2) does not act in a significantly unfair manner to any person who appears before its strata council: *Chorney v. Strata Plan VIS 770*, 2016 BCSC 148 at paragraph 52.
51. A strata corporation will meet its obligations under SPA section 26 so long as it acts reasonably. See the CRT decisions of *LeBlanc v. The Owners, Strata Plan LMS 600*, 2020 BCCRT 783, *Jamal v. Rushton*, 2020 BCCRT 585, and *Chau v. The Owners, Strata Plan NW 155*, 2020 BCCRT 1161. Although CRT decisions are not binding on me, I find these decisions persuasive.
52. Ms. Yee says her claim is one of significant unfairness. SPA section 164 sets out the BC Supreme Court's authority to remedy significantly unfair actions. The CRT has jurisdiction over significantly unfair actions under CRTA section 123(2), which has the same legal test as cases under SPA section 164. See *The Owners, Strata Plan BCS 1721 v. Watson*, 2018 BCSC 164.
53. Under SPA section 164, the courts have interpreted "significantly unfair" to mean conduct that is oppressive or unfairly prejudicial. Oppressive conduct means conduct that is burdensome, harsh, wrongful, lacking in fair dealing or done in bad faith. Unfairly prejudicial conduct is unjust or inequitable. See *King Day Holdings Ltd. v. The Owners, Strata Plan LMS3851*, 2020 BCCA 342 at paragraph 88.
54. The test for significant unfairness is outlined in *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44: what is or was the expectation of the affected owner, was that expectation on the part of the owner objectively reasonable, and if so, was the expectation violated by an action that was significantly unfair?

55. In *King Day Holdings Ltd.* at paragraphs 89 and 92, the Court of Appeal confirmed that an owner's reasonable expectations is a relevant factor to consider under SPA section 164. I will consider Ms. Yee's expectations as one of the relevant factors in this dispute.
56. Much of Ms. Yee's argument is about whether the strata responded to her complaints in a timely manner. I am mindful that the strata council consists of lay persons performing volunteer roles and is generally only required to meet a handful of times per year. As such, some latitude is justified when scrutinizing their conduct. See, for example, *Mitchell v. The Owners, Strata Plan KAS 1202*, 2015 BCSC 2153 at paragraphs 50 to 51.
57. That said, I have also considered the authority of *The Owners, Strata Plan LMS 3539 v. Ng*, 2016 BCSC 2462. In that case, the court found that in cases of nuisance, a remedy should be made without undue delay once the strata corporation is aware of the nuisance. Similarly, in the CRT decision of *McIntosh* at paragraph 54, a CRT member decided that a strata corporation should have immediately required the respondent owner to stop smoking or permitting smoking in their strata lot. She wrote that the strata should have also used the process in SPA section 135 to fine the respondent owner if smoking continued.
58. I find that Ms. Yee reasonably expected the strata to enforce its nuisance bylaws, and the strata failed to enforce its bylaws from February to early June 2019. The bylaw contravention involved second-hand smoke. I find this required the strata to act with greater urgency because second-hand smoke is a health hazard. I find Ms. Yee's reasonable expectations were breached by the strata's significantly unfair actions, which contributed to Ms. Yee moving out in August 2019.
59. Ms. Yee first complained of second-hand smoke and aromatherapy scents in February 2019. After Ms. Yee's initial complaint of February 2019, the strata decided to proceed by sending a "friendly reminder" letter to TLC in March 2019. While I understand that the strata may have wished to find an amicable solution, I do not find

this was reasonable in the circumstances. The strata already knew from Ms. Yee's February 2019 complaint that she had already tried speaking to TLC without success.

60. I also acknowledge that at the time, the strata did not have a bylaw that prohibited smoking in strata lots. However, Ms. Yee described health problems to the strata in her February 2019 complaint that are consistent with an ongoing nuisance.
61. Realtor EC then confirmed on March 22, 2019 that TLC smoked in her strata lot. I find that the strata should have further investigated Ms. Yee's complaint based on the email. Ms. Yee had complained about second-hand smoke entering through her vents, and that this affected her health. EC's email did not address this concern. Instead, it provided evidence that TLC would continue to smoke and send second-hand smoke into strata lot 30 through the vents and baseboard area.
62. I acknowledge the strata did not ignore EC's email and decided on further measures at the March 26, 2019 strata council meeting. I find these measures were insufficient. As noted above, the strata decided to send a warning letter to TLC but did not do so. The strata also decided to send a bylaw enforcement letter if it received another complaint from Ms. Yee, and Ms. Yee did not complain again until May 9, 2019. However, I have found that the strata should have continued its investigations based on EC's March 2019 email, which strongly suggested that smoke would continue to enter strata lot 30 through the vents and baseboard area.
63. The strata appropriately sent a bylaw enforcement letter in early June 2019. TLC's lawyer disputed the strata's allegations in mid June 2019. I find it was reasonable for the strata to seek legal advice after obtaining TLC's denial. However, I find the strata unreasonably delayed in obtaining the August 8, 2019 email opinion. I reach this conclusion because counsel writes in the email opinion that she spoke to the strata's property manager "quite some time ago" and never received requested follow up information. The strata also did not otherwise investigate or take any actions until it received the August 2019 opinion.
64. I find that once the strata obtained the August 8, 2019 legal opinion, it reasonably took steps to enforce its bylaws. The August 8, 2019 opinion warned the strata that it

might have to reasonably accommodate TLC's smoking under the *Human Rights Code*. I find the strata reasonably hired its own lawyer and followed her advice. While some months passed before the strata completed its investigations and finally decided to fine TLC in January 2020, the correspondence shows the strata was taking time to conduct a thorough investigation.

65. As noted above, Ms. Yee complained in February 2020 that TLC continued to use her aromatherapy diffuser after she moved out. I find that the strata again delayed by sending a bylaw enforcement letter in April 2020 and not sooner. However, I find nothing significant turns on this as I have determined no one in strata lot 29 was breaching strata bylaws by then. The strata then reasonably sent representatives into strata lot 29 in May 2020. The strata also hired a contractor in May 2020 and again in July 2020 to look at the ventilation in strata lot 30. I note that Ms. Yee has not said there is another source for the scents, so I find the strata reasonably investigated her scent complaints.

The Appropriate Remedy

66. From the above, I find the strata unreasonably delayed enforcement of its nuisance bylaws by approximately 5 months, from February early June, and from July to early August 2019. I find this was significantly unfair as it left Ms. Yee exposed to second-hand smoke and aromatherapy scents during this time.
67. The CRT has awarded damages previously where the strata failed to enforce smoking and nuisance bylaws. In *Bahmutsky v. Petkau*, 2020 BCCRT 244 a CRT Vice Chair awarded \$1,000 in damages to applicants that experience second-hand smoke nuisance for 16 months. In *McIntosh*, cited earlier, a CRT member awarded \$1,000 for ongoing smoke nuisance for 12 months.
68. Although *Bahmutsky* and *McIntosh* are not binding, I find they provide an appropriate range for compensation for Ms. Yee. I find that Ms. Yee is entitled to damages of \$500 for significant unfairness for the period of about 5 months.

69. I also find Ms. Yee is entitled to pre-judgment interest on the \$500 under the *Court Order Interest Act* (COIA) from February 19, 2019, the date of her first complaint, to the date of this decision. This interest equals \$14.53.
70. I decline to make the other orders requested by Ms. Yee. These include orders about how the strata should handle current and future complaints about second-hand smoke and aromatherapy scents. In *Chorney* at paragraph 52, the court wrote that it saw no practical utility in recommending any specific procedure for the strata council to follow in the future. The court noted that this was not contemplated by the SPA. Similarly, in the non-binding decision of *McIntosh* at paragraphs 57 to 59, the CRT member found it unnecessary to order the strata to create a protocol to address smoking concerns of other residents. I find that making the requested orders would be inconsistent with the reasoning in *Chorney* and *McIntosh*, which I find persuasive.

Other Complaints about the Strata

71. Ms. Yee also complained about the strata's lack of communication. There is a considerable amount of correspondence between the parties in evidence. I find that in general the strata responded to Ms. Yee and fulfilled multiple document requests. I note that the SPA does not oblige a strata corporation to answer every question from an owner: see the non-binding but persuasive reasoning in *Harvey v. The Owners, Strata Plan VR 390*, 2019 BCCRT 944 at paragraph 112. In submissions, Ms. Yee also complained of a document request not being filled, but that is not part of the claim that is before me.
72. Ms. Yee also complained that certain strata council minutes were not posted within 2 weeks of meetings as required under strata bylaw 3.11(1). I decline to consider this issue as Ms. Yee raised it late.
73. Ms. Yee also says that the strata mistakenly sent a letter to another strata lot about smoking complaints and wrote her a letter that contained some inaccuracies. I find these issues have minimal relevance to the claim at hand.

CRT FEES AND EXPENSES

74. 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.
75. I find that Ms. Yee has been partially successful as she has proven part of her claim. I find she is entitled to reimbursement of half her CRT fees, which equals \$112.50. Ms. Yee also claims \$21 for a Land Title Office document search as a dispute-related expense. I find this reasonable and order the strata to pay half this amount, which is \$10.50. The strata did not claim any dispute-related expenses, so I do not order any for it. I note that it provided legal invoices without claiming reimbursement for them.
76. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the Ms. Yee.

ORDER

77. Within 14 days of the date of this order, I order the strata to pay Ms. Yee a total of \$637.53, broken down as follows:
- a. \$500.00 as compensation for significant unfairness,
 - b. \$14.53 in pre-judgment interest under the COIA, and
 - c. \$123.00, for \$112.50 in CRT fees and \$10.50 for dispute-related expenses.
78. Ms. Yee is entitled to post-judgment interest, as applicable.
79. I dismiss Ms. Yee's remaining claims.

80. 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.

David Jiang, Tribunal Member