Civil Resolution Tribunal

Date Issued: January 26, 2021

Date of Amended Decision: March 22, 2021

Files: ST-2020-001590 and ST-2020-003171

Type: Strata

Civil Resolution Tribunal

Indexed as: *Whiting v. Peters*, 2021 BCCRT 96

B E T W E E N :

SHARON WHITING

APPLICANT

A N D :

DANA ANAIS PETERS, MALCOLM RONALD ROLFSEN and The Owners, Strata Plan K803

RESPONDENTS

A N D :

SHARON WHITING

RESPONDENT BY COUNTERCLAIM

-AND-

B E T W E E N :

SHARON WHITING and The Owners, Strata Plan K803

APPLICANTS

A N D :

MALCOLM ROLFSEN and DANA PETERS K803

RESPONDENTS

AMENDED REASONS FOR DECISION

Tribunal Member: Richard McAndrew

INTRODUCTION

1. These linked disputes involve the owners of 2 strata lots in a duplex strata corporation, The Owners, Strata Plan K803 (strata). Sharon Whiting owns strata lot 2 (SL2). Dana Anais Peters and Malcolm Ronald Rolfsen jointly own strata lot 1 (SL1). These are the only 2 strata lots in the strata corporation.

2. Both parties claim that the other owners are not following the *Strata Property Act* (SPA). Ms. Whiting says that Ms. Peters and Mr. Rolfsen are not co-operating with scheduling meetings, preparing financial statements, preparing budgets, reimbursing of expenses incurred for the strata, arranging a building inspector, or scheduling an insurance appraisal. Ms. Whiting also says Mr. Rolfsen is harassing her and both Ms. Peters and Mr. Rolfsen are improperly using an email account.

3. Ms. Peters and Mr. Rolfsen deny Ms. Whiting's claims. They say that it is Ms. Whiting who is refusing to comply with the SPA. Ms. Peters and Mr. Rolfsen say Ms. Whiting owes unpaid strata fee and she is responsible for repairs to her deck and

carport. Ms. Peters and Mr. Rolfsen also say that they are owed reimbursement for strata expenses.

4. The same parties had related previous CRT disputes, *Peters et al. v. Whiting et al*, 2019 BCCRT 1282, decided on November 12, 2019 and *Whiting v. Rolfsen*, 2020 BCCRT 217, decided on February 26, 2020.

5. CRT documents in dispute ST-2020-001590 incorrectly show the name of the applicant and respondent by counterclaim as Sharon Whiting – Lot 2. Based on both parties' evidence and submissions, I find the applicant's correct legal name is Sharon Whiting, not Sharon Whiting – Lot 2. Given that the parties operated on the basis that Ms. Whiting's correct name was used in their documents and submissions, I have exercised my discretion under section 61 to direct the use of Ms. Whiting's correct legal name in these proceedings. Accordingly, I have amended the name of the applicant and respondent by counterclaim in dispute ST-2020-001590 above.

6. Ms. Whiting, Ms. Peters and Mr. Rolfsen are represented themselves and the strata as council members.

JURISDICTION AND PROCEDURE

7. 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.

8. 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.

9. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. A dispute that involves some issues that are outside the CRT's jurisdiction may be amended to remove those issues.

10. 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.

11. 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.

Strata as a Respondent

12. I have requested submissions from the parties to add the strata as a party to this dispute. Although the strata is already an applicant, I find that some of the parties' claims are directed against the strata. Ms. Whiting consented to add the strata but Mr. Rolfsen and Ms. Peters did not consent. However, I have added the strata as a respondent to the disputes and as respondent to Ms. Peters' and Mr. Rolfsen's counterclaim at my own initiative, pursuant to section 61 of the CRTA. In doing so, I have followed the approach used by the tribunal in *Chipkin* v. *Lin et al*, 2019 BCCRT 419, which I find helpful though not binding.

13. Under section 61, the CRT may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. In this dispute, I find it is necessary and consistent with the CRT's mandate, as set out above, to add the strata as a respondent to the disputes and as respondent to Ms. Peters' and Mr. Rolfsen's counterclaim. An issue in this dispute is the request for reimbursement of expenses incurred by owners on

the strata's behalf. Another issue is a request for limited common property (LCP) repairs which, as discussed below, are the responsibility of the strata, not of any individual owner. In order to provide a final decision in answer to the claims, I find it was necessary and fair to add the strata as a party, and I have done so. I have not requested separate submissions from the strata on the issues in this dispute. Ms. Whiting, Mr. Rolfsen and Ms. Peters are the only members of the strata council. The parties have each provided detailed submissions on the issues in this dispute, so I find it would serve no purpose in the circumstances to request further submissions from the same individuals in their role as strata council members. Rather, I accept the parties' submissions as submissions from separate strata council members, as there is no consensus among them.

Ms. Whiting's request for a restraining order

14. Ms. Whiting asks for a restraining order against Mr. Rolfsen because he allegedly yelled at her and sent threatening emails. Mr. Rolfsen denies this.

15. The CRT's jurisdiction in strata property matters is stated in CRTA section 121(1) and includes the following matters:

    a. the interpretation of the SPA or a regulation, bylaw or rule under the SPA,

    b. the common property (CP) or common assets of a strata corporation,

    c. the use or enjoyment of a strata lot,

    d. money owing, including money owing as a fine, under the SPA or a regulation, bylaw or rule under the SPA,

    e. an action or threatened action by a strata corporation, including the council, in relation to an owner or tenant,

    f. a decision of a strata corporation, including the council, in relation to an owner or tenant, and

g. the exercise of voting rights by a person who holds 50% or more of the votes, including proxies, at an annual general meeting (AGM) or special general meeting (SGM).

16. In *Frolic v. Perfect et al,* 2019 BCCRT 1123, the applicant owner asked the CRT to order the respondents to refrain from filing a lawsuit against her. In her decision, the tribunal member wrote at paragraph 42 that the order sought by the applicant was akin to a restraining order. She noted that claims for restraining orders that are not linked to the categories set out in section 121(1) of the CRTA are not within the tribunal's jurisdiction. The tribunal member concluded that the applicant's requested order was outside the CRT's jurisdiction as it did not fail within the scope of section 121(1).

17. Similarly, in *Lazare v. Tan,* 2020 BCCRT 379, the tribunal member found that that the applicant's allegations of threats or harassment are outside of the CRT's jurisdiction for strata property claims. The tribunal member found that these claims do not involve the matters set out in CRTA section 121(1), noted above.

18. Further, I note that in the parties' previous dispute of *Whiting v. Rolfsen*, 2020 BCCRT 217, the tribunal member determined that the adjudication of similar harassment allegations are outside the CRT's jurisdiction.

19. Although the decisions in *Frolic*, *Lazare* and *Whiting* are not binding, I find the reasoning in decisions persuasive and apply it here.

20. For the above reasons, I refuse to resolve Ms. Whiting's claim for a restraining order under CRTA section 10 as being outside the CRT's jurisdiction.

ISSUES

21. The parties agree to the filing of the 2020 T2 tax form. So, I find it appropriate to order the strata to do so.

22. The remaining issues in this dispute are:

a. Should the parties be ordered to attend a strata council meeting?

b. Should a strata meeting schedule be ordered?

c. Should the owners be ordered to agree to a budget?

d. Should the strata reimburse concrete repair expenses?

e. Should a building inspector be appointed to examine the condition of the building?

f. Must the strata reimburse Ms. Whiting's gutter cleaning expenses?

g. Must Mr. Rolfsen and Ms. Peters delete the email account?

h. Does Ms. Whiting owe a debt for unpaid strata fees?

i. Does Ms. Whiting or the strata owe Mr. Rolfsen and Ms. Peters a debt for the concrete repairs?

j. Must the strata pay for the inspection report?

k. Must the strata make repairs?

l. Must the strata reimburse Mr. Rolfsen's and Ms. Peters' professional expenses?

m. Must the strata pay for the 2020 insurance premiums?

n. Must the strata perform the insurance appraisal?

BACKGROUD AND EVIDENCE

23. In a civil dispute such as this, the applicant, Ms. Whiting must prove her claims on a balance of probabilities. The respondents, Ms. Peters and Mr. Rolfsen have the same burden of proving their counterclaims.

24. I will not refer to all of the evidence or deal with each point raised in the parties' submissions. I will refer only to the evidence and submissions that are relevant to my determination, or to the extent necessary to give context to these reasons.

25. The strata was created in 1990 and it consists of 2 strata lots in 1 duplex residential building. The strata plan designated the decks and carports as LCP.

26. The strata has not adopted bylaws that replace or amend the Schedule of Standard Bylaws under the SPA other than a June 17, 2019 bylaw amendment that makes strata fees due on the 15th day of each month. So, subject to the June 2019 bylaw amendment, the Schedule of Standard Bylaws (bylaws) in the SPA otherwise applies.

27. Ms. Whiting says water pipe repairs in September 2018 damaged driveway concrete on SL1's side. It is undisputed that the driveway is CP and repairs were approved at the May 19, 2019 council meeting.

28. Mr. Rolfsen and Ms. Peters say the parties agreed to a $2,500 special levy, with $1,250 assessed against each strata lot, at the May 2019 council meeting to repair the damaged concrete. Ms. Whiting says that the repairs were discussed but they did not agree to a special levy. Rather, Ms. Whiting says the parties only agreed to get a repair quote.

29. The owners of SL1 provided meeting minutes showing that the owners agreed to a special levy. However, Ms. Whiting says that document was only draft copy of the minutes. Ms. Whiting provided a revised copy of the same document which deleted the reference to an agreement about a special levy. Based on Ms. Whiting's revisions I find that the parties did not agree to a special levy at the May 2019 council meeting. Further, even if Ms. Whiting had agreed to a special levy at the May 2019 council meeting, the proposed special levy would be invalid because a special levy cannot be created at a council meeting. Under section 108 of the SPA, a special levy can only be established at an AGM or SGM with a 3/4 vote. For the above reasons, I find that the strata did not have a special levy relating to the concrete repairs.

30. It is undisputed that the parties hired a contractor to make the repairs who charged $1,760.85. It is undisputed that Mr. Rolfsen paid the entire invoice.

31. Sections 42 and 45 of the SPA says a strata can hold an AGM by giving each owner 2 weeks written notice. The owners of SL1 say they mailed and emailed Ms. Whiting notice of a January 14, 2020 AGM on December 19, 2019. The notice says that SL1 was scheduling the AGM on behalf of the strata. Ms. Whiting sent Mr. Rolfsen a December 31, 2019 letter saying she received the notice but she asked for the AGM to be held at a different date and location. I am satisfied that the owners of SL1 properly noticed the AGM.

32. The January 14, 2020 AGM minutes say Ms. Peters and Mr. Rolfsen were present but Ms. Whiting did not attend. The meeting was adjourned because there was no quorum and rescheduled for January 21, 2020. Section 48(3) of the SPA says that, if a quorum is not established within 30 minutes of the start time of an AGM, the meeting can be adjourned 7 days and the eligible voters present will form a quorum. Based on the minutes from the January 14 and 21, 2020 meetings, I am satisfied that the AGM was properly adjourned to January 21, 2020 and the owners of SL1 formed a proper quorum for the January 21, 2020 AGM under section 48(3) of the SPA even though Ms. Whiting did not attend.

33. The minutes from the January 21, 2020 AGM say the following resolutions were approved, with one vote in favour for each resolution:

    a. The budget was amended to remove the $1,000 insurance appraisal.

    b. The amended budget was approved.

    c. The insurance appraisal is not needed.

    d. CH, an engineer, will be hired to inspect the property.

    e. Lot 2 is directed to pay the strata $500 in satisfaction of her share of a special levy and Lot 1 and the strata will reimburse Lot 1 the amount of $880.43.

34. Although the minutes do not specify which special levy it refers to, based on the context of the resolution, I find it references the proposed special levy discussed at the May 19, 2019 council meeting. However, as discussed below, I find that this proposed special levy was not approved by the owners.

35. Engineer CH inspected the property. He prepared a report dated February 20, 2020 and he sent a $787.50 invoice on February 24, 2020.

ANALYSIS AND REASONING

36. I will first consider the claims and counterclaims in dispute ST-2020-001590.

Ms. Whiting requests an order requiring attendance at a strata council meeting

37. Ms. Whiting asks for an order requiring the owners to attend a strata meeting chaired by a strata owners' association, in a neutral location with an audio recording.

38. Ms. Whiting says she has tried to schedule a council meeting with Ms. Peters and Mr. Rolfsen since September 2019. Ms. Whiting says she has joined a strata owners' association and she wants to hold the council meeting with the association's representative because they are knowledgeable about strata law. Ms. Whiting says repeatedly asked Ms. Peters and Mr. Rolfsen to hold a council meeting with this representative but they have refused.

39. Ms. Whiting says Mr. Rolfsen gave Ms. Whiting notice for a council meeting, to be held January 14, 2020, within his private shop. As discussed above, I find that the January 14, 2020 and January 21, 2020 meetings were an AGM, not a strata council meeting. However, it is undisputed that Ms. Whiting did not attend the January 14 or 21, 2020 meetings. Ms. Whiting says she told Mr. Rolfsen and Ms. Peters that she would only attend a council meeting in a secure, neutral location such as her association's office.

40. Standard bylaw 14(1) says any council member may call a council meeting by giving the other council members at least one week's notice of the meeting. As a council

member, Ms. Whiting can schedule a council meeting without a CRT order. As such, I find it unnecessary to order a council meeting.

41. Further, I find that there is no provision in the SPA or the bylaws authorizing the CRT to impose the conditions Ms. Whiting requests on a council meeting such as the location or the selection of meeting chairs. Further, there is no authority in the SPA or the bylaws that would permit me to order council members to attend a council meeting.

42. In addition, Although Ms. Whiting has not said this, I find that she is also arguing that the strata is treating her significantly unfairly by failing to schedule council meetings. The CRT has jurisdiction to determine claims of significant unfairness because the language in section 164 of the SPA is similar to the language of section 123(2) of the CRTA (formerly section 48.1(2)), which gives the tribunal authority to issue such orders. (See *The Owners, Strata Plan LMS 1721 v. Watson*, 2018 BCSC 164 at paragraph 119.)

43. The courts and the tribunal have considered the meaning of "significantly unfair" in a number of contexts, equating it to oppressive or unfairly prejudicial conduct. In *Reid v. Strata Plan LMS 2503, 2003 BCCA 128*, 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 and/or unjust or inequitable.

44. The British Columbia Court of Appeal has also considered the language of section 164 of the SPA in *Dollan v. Th Owners, Strata Plan BCS 1589*, 2012 BCCA 44. The test established in *Dollan* was restated in *The Owners, Strata Plan BCS 1721 v. Watson*, 2017 BCSC 763 at paragraph 28:

> The test under s. 164 of the *Strata Property Act* also involves objective assessment. [*Dollan*] requires several questions to be answered in that regard:
>
> a. What is or was the expectation of the affected owner?

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

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

45. I find Ms. Whiting had an expectation that the strata would comply with standard bylaw 14(1) and let council members schedule meetings. I find that this expectation was objectively reasonable given that strata corporations must comply with its bylaws. However, I find that this expectation was not violated by an action that was significantly unfair. Although Ms. Whiting says that the owners of SL1 did not agree to her meeting scheduling requests, there is no evidence before me that Ms. Whiting provided notice of council meetings, in compliance with standard bylaw 14(1), that the strata or other owners did not comply with. So, I find that Ms. Whiting has not proved that the strata treated her significantly unfairly.

46. For the above reasons, I dismiss Ms. Whiting's request for an order scheduling a council meeting.

Ms. Whiting requests a schedule for strata meetings

47. Ms. Whiting asks for an order scheduling strata meetings and strata activities. Specifically, Ms. Whiting asks an order scheduling the following events:

- The next council meeting.
- A council meeting in November 2020 for the September 30, 2020 AGM.
- Acceptance of the financial statements for the strata's T2 filing.
- An update of the October 2019 to September 2020 budget.
- A strata council meeting in March 2021.
- An order that the owners attend council meetings in November 2020, March 2021 and July 2021.

48. In her submissions, Ms. Whiting also asks for an order amending the bylaws to implement the meeting schedule. Mr. Rolfsen and Ms. Peters agree with setting a schedule of council meetings but they do not agree with a bylaw amendment. I note that the SPA does not authorize the CRT to amend bylaws. Rather, section 128 of the SPA says bylaws amendments must be approved by a 3/4 vote of the owners at an AGM or SGM. I find that the SPA does not allow me to make an order amending the bylaws. So, I deny this request.

49. Further, although Mr. Rolfsen and Ms. Peters agree with a schedule of council meetings, I do not order such a schedule for the following reasons.

50. Standard bylaw 14(1) says any council member can notice a council meeting and section 43 of the SPA says an owner holding more than 20% of the strata's vote, such as Ms. Whiting, can demand an SGM. Although it may be convenient for the parties for the CRT to schedule their meetings, I find that Ms. Whiting could schedule council meetings and AGMs without a CRT order. As such, I find such a scheduling order is unnecessary.

51. Further, I find that there are no provisions in the SPA or the bylaws that authorize this relief. Section 2(2) of the CRTA says the CRT's mandate is to provide dispute resolution services in relation to matters that are within its authority. I find that this claim is not asking for dispute resolution. Rather, Ms. Whiting is asking me to schedule the strata's operational responsibilities which the parties can do without a CRT order.

52. For the above reasons, I dismiss this claim.

Ms. Whiting's request for order requiring the owners to agree to a budget

53. Ms. Whiting says the strata has not issued a budget for the strata's 2019/2020 fiscal year. However, Ms. Peters and Mr. Rolfsen say a budget was approved on January 21, 2020 at the AGM.

54. As discussed above, I find that the January 21, 2020 AGM was properly convened and held with the required quorum under the SPA. The owners of SL1 say a

proposed budget was provided with the AGM notice. Further, the owners of SL1 say the budget was approved by the owners at the AGM, which the minutes confirm. Based on Ms. Peters' and Mr. Rolfsen's submissions and the January 21, 2020 AGM minutes, I find that the strata's 2019/2020 budget was properly approved by the owners under the SPA.

55. Ms. Whiting says she prepared her own budget which differs from the budget prepared by Ms. Peters and Mr. Rolfsen. Ms. Whiting says that Ms. Peters and Mr. Rolfsen ignored her budget. Ms. Whiting requests an order requiring Ms. Peters and Mr. Rolfsen to agree to a realistic budget. For the reasons that follow, I am unable to issue such an order.

56. First, I find that this request is moot because, as discussed above, the strata's 2019/2020 budget was already approved by the owners on January 21, 2020 at the AGM. Further, even if the budget had not been approved at the AGM, I would not grant the relief requested by Ms. Whiting because there is no provision in the SPA or the bylaws that authorizes me to order the parties to agree to a budget. In addition, I find that Ms. Whiting's request for a 'realistic' budget is too vague to be an enforceable order.

57. Although Ms. Whiting does not say this, I find that she is also essentially arguing that the strata has treated her unfairly by not considering her budget proposals

58. I find Ms. Whiting had an expectation that the strata would comply with the SPA and properly prepare an annual budget. I find that this expectation was objectively reasonable given that strata corporations are administered by the SPA. However, I find that this expectation was not violated by an action that was significantly unfair.

59. As discussed above, I find that the strata's 2019/2020 budget was properly approved at the January 21, 2020 AGM. It is undisputed that Ms. Whiting did not attend the AGM, or send a proxy, to vote against the budget. Further, although the parties discussed multiple budget proposals in December 2019, there is no evidence before me that Ms. Whiting presented a proposed budget to the January 21, 2020 AGM. I find that Ms. Whiting has not proved that the strata treated her significantly unfairly.

60. For the above reasons, I dismiss Ms. Whiting's claim about the budget.

Ms. Whiting's request for an accounting of repair expenses

61. Ms. Whiting asks for an order requiring the owners to account for the $1,760.85 concrete repair. Although her requested relief is not clear, I find that Ms. Whiting is asking for an order determining the parties' responsibilities for this expense.

62. Ms. Whiting says September 2018 water pipe repairs damaged the driveway on SL1's side. It is undisputed that the driveway is CP and repairs were discussed at the May 2019 council meeting. However, as discussed above, I find that the parties did not agree to a special levy for the repairs and, under section 108 of the SPA, the parties could only do so by 3/4 vote at an AGM or SGM.

63. It is undisputed that the parties agreed to hire a contractor for the repairs. The contractor completed the repairs and sent a June 10, 2019 invoice for $1,760.85. It is undisputed that Mr. Rolfsen paid the entire invoice on June 24, 2019. Under section 72 of the SPA, the strata is responsible for maintaining CP. So, I find that Mr. Rolfsen is entitled to reimbursement of this expense.

64. Ms. Whiting says the parties agreed that the contract would be paid with $1,000 from the contingency reserve fund and each strata lot would pay $380.43 directly. Ms. Whiting said she sent her strata lot's $380.43 to the strata lot account. She also says a strata cheque was issued to Mr. Rolfsen for $1,380.43 to reimburse him for the $1,760.85 payment, less his strata lot's $380.43 contribution. Ms. Whiting says that Mr. Rolfsen has not deposited the $1,380.43 refund cheque. Ms. Whiting says that a strata cheque in the amount of $880.43 was issued to Ms. Peters. Ms. Whiting says the strata owes Ms. Peters and Mr. Rolfsen $500.

65. Mr. Rolfsen and Ms. Peters disagree. They say that there was no agreement to use $1,000 from the contingency reserve fund and that Ms. Whiting acted unilaterally, Mr. Rolfsen and Ms. Peters also say that the repair expenses should have been paid from the special levy. However, as discussed above, I find that the alleged

special levy was not approved. They also say that the strata did not have sufficient funds to pay for the repairs.

66. The SPA says the strata can use the contingency reserve fund or a special levy to pay for repairs. Under section 96(b)(i) of the SPA, the strata needs 3/4 approval at an AGM or SGM to use funds from the contingency reserve fund for CP repairs that are not recommended in the most current depreciation report. There is no evidence before me that the concrete repairs were recommended in a depreciation report. Under section 108 of the SPA, to pay for the repairs by special levy, the levy must be approved by a 3/4 vote at an AGM or SGM. I find that there was not an AGM or SGM approval for the payment of the concrete repairs.

67. Further, Mr. Rolfsen and Ms. Peters say this issue was later addressed at the January 21, 2020 AGM. A resolution was passed saying that Ms. Whiting owes $500 for her "half of the levy, already adjusted to reflect the amount saved in completing the project." Further, Mr. Rolfsen and Ms. Peters said that SL1 was to be reimbursed $880.43 as satisfaction of the $1,760.86 paid to the contractor on December 20, 2019, less the set-off adjustment for SL1's half of the special levy. Based on this resolution, Mr. Rolfsen and Ms. Peters argue that Ms. Whiting must pay them $500 and the strata must pay them $880.43. For the following reasons, I disagree.

68. Unless the owners unanimously agree to a different contribution in a resolution filed at the Land Title Office, sections 99 and 108 of the SPA say that strata fees and special levies must be calculated in proportion to the strata lots' unit entitlement. I find that the SPA does not authorize the strata to make resolutions providing disproportionate special levies with the alleged setoffs and adjustments approved at the January 21, 2020 AGM. I find this resolution does not comply with the SPA so it is not valid.

69. For the reasons discussed above, I find that the parties have not reached an agreement about this repair expense and both parties have unilaterally tried to resolve this issue without complying with the SPA.

70. Applying the SPA, I find that the strata is responsible for the $1,760.85 in CP expenses under section 72 of the SPA. Since this expense was paid by Mr. Rolfsen and Ms. Peters, I find that they are entitled to a refund of this amount, less the $880.43 reimbursement they have already received. So, the strata owes Mr. Rolfsen and Ms. Peters a total reimbursement of $880.42.

71. Further, I find that Ms. Whiting has contributed $380.43 to this CP expense which the strata must reimburse. So, I find the strata owes Ms. Whiting a $380.43 refund.

Ms. Whiting requests an order appointing a building inspector

72. Ms. Whiting asks for an order appointing a building inspector to inspect the property, which was ordered in the previous dispute, *Peters et al. v. Whiting et al*, 2019 BCCRT 1282 involving the same parties. In *Peters*, the tribunal member ordered the strata to obtain a report from a contractor or building engineer commenting on the need for repairs to the windows, deck, railings and stairs within 120 days.

73. As discussed above, a resolution to hire engineer CH has already been approved at the January 21, 2020 AGM. Further, it is undisputed that engineer CH inspected the strata and prepared a report on February 24, 2020. The report says it was prepared to inspect the condition of the windows, decks, railings and stairs.

74. Ms. Whiting argues that engineer CH's report is inadequate because it is not sufficiently detailed. I disagree. The report addressed the scope of issues identified in the *Peters* decision, the report was prepared by a professional engineer and the report provided opinions regarding the necessity for repairs. So, I find Ms. Whiting's request for an inspection report moot and I dismiss it.

Ms. Whiting's claim for reimbursement of gutter cleaning expenses

75. Ms. Whiting emailed Mr. Rolfsen on September 10, 2019 saying her gutters were overflowing. She asked if Mr. Rolfsen and Ms. Peters wanted their gutters cleaned too. Ms. Whiting says they did not respond and she hired a gutter cleaning service to clean the gutters on her side only. The contractor sent an invoice dated November 14, 2019 for $157.50.

76. Ms. Whiting asked Mr. Rolfsen and Ms. Peters to issue a strata cheque to pay the gutter cleaning fees. Mr. Rolfsen refused, saying this expense was not authorized by the strata council. Ms. Whiting says she paid the invoice herself and she now requests strata reimbursement.

77. This dispute is very similar to the previous dispute in *Peters,* involving the same parties. Although not binding on me, I find the reasoning in *Peters* persuasive and apply it here.

78. In *Peters*, Ms. Peters and Mr. Rolfsen made repairs to LCP on their side of the duplex at their own expense, without prior strata approval. The tribunal member found that although the strata was responsible for repairing and maintaining LCP, an owner cannot spend funds from the strata's operating fund unless the expenditure has been approved, or the expense falls under section 98(3) of the SPA.

79. In this dispute, there is no evidence before me that the gutter cleaning expenses were approved in the budget or at an AGM or SGM. An expenditure may only be made from the operating fund without this approval under section 98(3) of the SPA if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage. Ms. Whiting says the gutters were clogged and overflowing after a heavy rain. Since this is undisputed, I accept this allegation as accurate. However, I find that Ms. Whiting's submission that the gutters were overflowing does not prove that cleaning the gutter was urgently needed or that an overflowing gutter would cause significant damage. As such, I find that Ms. Whiting has failed to prove that the gutter cleaning falls under the exceptions in section 98.

80. In *Peters*, the tribunal member found that unauthorized expenditures for CP repairs outside the scope of section 98 are not reimbursable. Applying the reasoning in *Peters* to this dispute, I find that Ms. Whiting is not entitled to reimbursement of her unauthorized gutter cleaning expenses. So, I dismiss this claim.

Ms. Whiting's request to delete the email account

81. Ms. Whiting asks for the deletion of Mr. Rolfsen's and Ms. Peters' email account that includes the strata corporation's name in the email address. Ms. Whiting says Mr. Rolfsen and Ms. Peters created the email account and she does not have access to it. Ms. Whiting says Mr. Rolfsen and Ms. Peters use this address to contact strata contractors. Ms. Whiting says it is improper for Mr. Rolfsen and Ms. Peters to use the strata's identity for personal use and she asks for an order requiring Mr. Rolfsen and Ms. Peters to delete this email account.

82. Ms. Whiting appears to argue that the email address is a common asset. Section 1(1) of the SPA defines a common asset as property held by or on behalf of a strata corporation. Section 3 of the SPA says a strata corporation is responsible for managing and maintaining the common assets for the benefit of the owners. So, if the email address is a common asset, the strata is responsible for managing the account, not Mr. Rolfsen and Ms. Peters.

83. It is undisputed that the SL1 owners created the email address. Mr. Rolfsen and Ms. Peters say they own the email address.

84. Based on the parties' evidence and submissions, I am unable to determine whether email address was a common asset. It is unclear why the email address was created or how it was used. In the absence of evidence, I find that Ms. Whiting has failed to prove that the email account is a common asset.

85. Ms. Whiting also argues that Mr. Rolfsen and Ms. Peters are improperly using the strata's identity. Ms. Whiting appears to be arguing that Ms. Rolfsen and Ms. Peters are "passing off" which is prohibited by common law and section 7 of the *Trade-marks Act*. In the binding decision in *Vancouver Community College v. Vancouver Career College (Burnaby) Inc*., 2017 BCCA 41 (CanLII), the BC Court of Appeals said the necessary elements of a passing off action are the existence of goodwill, misrepresentation causing deception of the public and actual or potential damage to the applicant.

86. I find Ms. Whiting has failed to prove that the strata has any goodwill. Further, although Ms. Whiting says that Mr. Rolfsen and Ms. Peters use the email address with outside entities, I find that Ms. Whiting has not proved that the public was deceived. Further, there is no evidence before me that either Ms. Whiting or the strata was harmed by the use of the email address. So, I find that Ms. Whiting has not proved that Mr. Rolfsen and Ms. Peters were passing off the strata's identity.

87. For the above reasons, I dismiss this claim.

Mr. Rolfsen's and Ms. Peters' counterclaim for an order for Ms. Whiting to pay strata fees

88. Mr. Rolfsen and Ms. Peters say Ms. Whiting owes the strata a debt for unpaid strata fees. Section 92 of the SPA and bylaw 1 says the owners must pay the strata fees by the fifteenth day of each month.

89. I note that strata fees are owed to strata corporation, not to other owners and this counterclaim is brought by owners, Mr. Rolfsen and Ms. Peters. Since there are only 2 strata lots in this strata and there are no other strata council members other than the parties in this dispute, I consider this counterclaim to be brought on behalf of the strata.

90. Mr. Rolfsen and Ms. Peters say the strata fees were increased in the 2019/2020 budget from $280 to $575 per month, starting in October 2019 when the 2019/2020 fiscal year started. Ms. Whiting admits paying only $280 per month in strata fees because she disputed the January 21, 2020 AGM.

91. As discussed above, I find the strata fees were increased to $575 at the January 21, 2020 AGM. However, for the following reasons, I find that the new $575 strata fee did not start in October 2019 as claimed by Mr. Rolfsen and Ms. Peters. Rather, I find the strata fees increased to $575 in February 2020.

92. In the non-binding but persuasive decision in *The Owners, Strata Plan NW 2729 v. Haddow et al*, 2018 BCCRT 37, a tribunal vice chair determined that strata fees cannot be retroactively increased. The vice chair noted that section 104(2) of the

SPA, says that, if a fiscal year to which a budget relates ends before a new budget is approved, the owners must, until the new budget is approved, continue to pay the same monthly strata fees they were required to pay under the previous budget. As such, the strata fees relating to the new budget are not owing until the first day of the month following the AGM. Applying *Haddow* to this dispute, since the new budget was approved on January 21, 2020, I find that the new $575 strata fee took effect in February 2020.

93. The strata records shows that Ms. Whiting paid strata fees of $280 in February 2020, leaving $295 in unpaid strata fees when the counterclaim was submitted on February 17, 2020. So, I find that Ms. Whiting owes the strata $295 for unpaid strata fees. Further, I find that Ms. Whiting owes the increased $575 strata fee onwards from February 2020.

Mr. Rolfsen and Ms. Peters counterclaim about concrete repairs

94. Mr. Rolfsen's and Ms. Peters' request for reimbursement of the concrete repair expenses is discussed above.

Mr. Rolfsen and Ms. Peters counterclaim for the strata order to pay for the inspection report

95. As discussed above, a resolution was passed at the January 21, 2020 AGM approving the hiring of engineer CH to inspect property. It is undisputed that CH inspected the exterior of SL2's side of the building, including the deck, carport and windows. The engineer prepared a report dated February 20, 2020 and he sent a $787.50 invoice on February 24, 2020.

96. Section 1 of the SPA defines LCP as property designated for the exclusive use of the owners of one strata lot. I find that the decks and carports are LCP under section 73 of the SPA because they are designated as such on the strata plan. Under SPA section 72, the strata corporation must repair and maintain all CP and common assets, except for LCP which may be restricted by bylaw. The strata may also take responsibility to repair and maintain identified portions of a strata lot, by bylaw.

97. Section 72(2)(a) of the SPA says the strata may make owners responsible by bylaw for the repair and maintenance of LCP that the owner has a right to use. Standard bylaw 2(2) says an owner who has use of LCP must repair and maintain it, except for repair and maintenance that is the strata's responsibility under the bylaws. Standard bylaw 8 says the exterior doors, windows, deck, railing and stairs are all the strata's responsibility to repair and maintain.

98. I find the deck, the deck roof and the carport are things attached to the building exterior and therefore fall within the scope of standard bylaw 8(c)(ii) as items within the strata's responsibility to repair and maintain. So, I find that the strata has the responsibility of repairing and maintaining the carport, deck and exterior windows.

99. Ms. Whiting says the strata is not responsible for the inspection costs because she did not agree to hire the inspector. I disagree. As discussed above, the inspection was approved at the AGM. Since the strata is responsible for maintaining the deck, window and carport, I find that the strata is responsible for the inspection costs. I find that the strata must pay engineer CH the outstanding balance, if any, of the $787.50 invoice. The strata must also reimburse each owner for any payment made towards this invoice.

Must the strata make repairs?

100. Ms. Peters and Mr. Rolfsen ask for an order requiring the strata to repair deficiencies identified in engineer CH's report, with Ms. Whiting being responsible for the deck repair costs. As discussed above, I find that the strata maintain the carport, deck and exterior windows.

101. In this dispute, engineer CH inspected the strata and prepared a report on February 24, 2020. The report says it was prepared to inspect the condition of the windows, decks, railings and stairs. Since the report was prepared by a professional engineer, I find he had sufficient training and expertise to make the report. Ms. Whiting argues that the report is not credible because the engineer did not provide a statutory declaration that he is independent from the owners of SL1. However, the engineer did send Ms. Whiting an email dated April 7, 2020 saying that he had no relationship

with any strata members and his report was prepared at arms length. Based on the engineer's email, I am satisfied that the he is independent and his inspection report meets the criteria for an expert report under CRT rule 8.3.

102. The report notes the following issues on SL2's side of the strata are hazardous or should be replaced for safety reasons:

    a. The deck is rotten, leaning and requires major repairs.

    b. The roof on the deck is not supported. The report recommends removing the roof or replacing the supports.

    c. The left side supports for the overhead carport structure are rotten and need to be replaced.

    d. An exterior window is rotten and needs to be replaced. The report does not specify which exterior window is rotten.

103. The report also noted some minor repairs of painting, caulking and gate repairs for both sides.

104. Ms. Whiting also provided a letter dated October 11, 2019 from BR, a construction contractor. BR says he has 40 year of home building experience. Based on his stated experience, I am satisfied that BR has sufficient experience to provide an expert report under CRT rule 8.3. BR says the roof over the deck does not comply with the current Building Code but there is no concern of failure in the foreseeable future. BR did not provide any opinions about the condition of the deck other than the deck roof.

105. A strata is not held to a standard of perfection in its maintenance and repair obligations. The strata only has a duty to make repairs that are reasonable in the circumstances: *Wright v. The Owners, Strata Plan #205*, 996 CanLII 2460 (S.C.), aff'd (1998), 43 B.C.L.R. (3d) 1, 1998 CanLII 5823 (C.A.). Determining what is reasonable may involve assessing whether a solution is good, better, or best: *Weir v. The Owners, Strata Plan NW 17*, 2010 BCSC 784. Also, an owner cannot direct

the strata how to conduct its repairs: *Swan v. The Owners, Strata Plan LMS 410*, 2018 BCCRT 241.

106. In *Weir*, the court said the starting point for assessing a claim about whether the strata corporation fulfilled its maintenance and repair obligations is deference to the strata council, as approved by the ownership (paragraph 23). The reason for deference is that the strata council must act in the best interest of all owners, which requires it to balance competing interests and work within a budget that the owners can afford. With that in mind, the court found that it is not necessarily unreasonable for a strata corporation to decide not to choose the best repair option.

107. This means that the strata may prioritize between different maintenance projects and may choose a lower standard of maintenance for financial or practical reasons, as long as the decision is reasonable. The fact that an individual owner may be unhappy with the strata's choices does not mean that the strata breached its duty under section 72 of the SPA.

108. Although BR's says the deck's roof will not fail in foreseeable future, I find that, based on the engineer report and serious nature of the deficiencies in the deck, deck roof and the carport on SL2's side of the property, the standard of reasonableness requires the strata to repair these features. So, under section 72 of the SPA, I order the strata to repair the deck, deck roof and carport on SL2's side of the property within 12 months. Since the report does not specify which window allegedly needs repairs, I am not satisfied that window repairs are reasonably required. So, I dismiss the request to repair an exterior window.

109. I note that repairs can include removal (see *Gibson v. The Owners, Strata Plan NW 1076*, 2018 BCCRT 583, at paragraph 53). However, if the strata chooses to remove the deck, it must comply with section 71 of the SPA which requires a 3/4 owners' vote unless immediate removal is necessary for safety reasons or to prevent significant damage. Based on BR's report that the deck roof will not collapse in the foreseeable future, I find that immediate removal is not necessary for safety reasons or to prevent damage.

110. Ms. Peters and Mr. Rolfsen say Ms. Whiting should pay for the repairs. Ms. Peters and Mr. Rolfsen argue that they had to pay for similar repairs to their side of the strata lot without reimbursement from the strata, so Ms. Whiting should be responsible for the same expenses on her side. For the following reasons, I disagree.

111. In the 2019 dispute, the tribunal member determined that Ms. Peters and Mr. Rolfsen made alterations to the CP without the strata's permission in violation of the bylaws. As such, the tribunal member found that Ms. Peters and Mr. Rolfsen were not entitled to reimbursement. This dispute is significantly different though. Here, the strata is being ordered to perform its repair obligations under section 72 of the SPA. Since the strata is responsible under the bylaws for maintaining the LCP deck on SL2's side of the property, the strata must pay for the repairs.

112. So, I find that the strata must repair the deck and its roof attached to SL2 within 12 months.

Must the strata reimburse Mr. Rolfsen's and Ms. Peters' professional expenses?

113. Mr. Rolfsen and Ms. Peters say they incurred professional expenses on behalf of the strata and they request reimbursement.

114. The SL1 owners provided a property management company billing statement for services provided from August 20, 2018 to April 30, 2019 showing a balance due of $598.50. However, I find that Ms. Peters and Mr. Rolfsen have failed to provide an adequate explanation of how these expenses were allegedly incurred for the strata's benefit.

115. The SL1 owners also provided an invoice from a lawyer totaling $1,485.05 for legal services from December 20, 2019 to January 31, 2020. I find that the legal fees generally relate to arranging and conducting the January 21, 2020 AGM. However, I am not satisfied that these expenses were incurred on behalf of the strata because

the January 21, 2020 AGM minutes say that the lawyer represented the owners of SL1, not the strata.

116. Further, there is no evidence before me that the property management fees or the legal fees were approved in the budget or at an AGM or SGM. As stated above, an expenditure may only be made from the operating fund without this approval under section 98(3) of the SPA if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage. I find that the owners of SL1 have not proved that the professional services were necessary to ensure safety or prevent a significant loss. So, I find that the professional expenses were not authorized.

117. As discussed above, unauthorized expenditures outside the scope of section 98 are not reimbursable. So, I find that the owners of SL1 are not entitled to reimbursement of their unauthorized professional expenses. So, I dismiss this claim.

118. I will now address the claims in dispute ST-2020-003171.

Ms. Whiting's request for an order requiring Mr. Rolfsen to sign the strata insurance cheque

119. In the Dispute Notice, Ms. Whiting asks for an order that Mr. Rolfsen sign the strata cheque in the amount of $2,437 for the strata's property insurance.

120. Sections 149 and 150 of the SPA says strata corporations must have property and liability insurance. Section 91 of the SPA says the strata is responsible for the strata's common expenses, which I find includes insurance. Section 92 of the SPA says the strata must establish an operating fund for expenses usually occurring once or more a year and a contingency reserve fund for expenses usually occurring less than once a year. Since the strata has an annual insurance obligation, the strata should pay its insurance premiums from its operating fund.

121. So, does the strata still need to pay the insurance even though it is undisputed that the insurance premiums have already been fully paid equally by SL1 and SL2? For the reasons that follow, I find that it does not.

122. First, I find that it is unnecessary for the strata to issue a cheque to the insurance company because I find that the strata does not owe it a debt. The insurance company has stated that the insurance premiums are fully paid. The insurance records show that SL1 paid $1,218.50 on April 9, 2020 and SL2 paid $1,218.50 on June 4, 2020. While it may be possible for the insurance company to refund the payments made by SL1 and SL2 if the strata pays the insurance premiums, there is no evidence before me that the insurance company is able or willing to so.

123. In addition, I find the issue moot because SL1 and SL2 are ultimately equally responsible for the strata's expenses anyway. Section 99 of the SPA, says that strata lots must contribute to the operating fund and the continency reserve funds based on their unit entitlements. Since the strata plan says that both SL1 and SL2 have equal unit entitlements, both SL1 and SL2 are required to equally contribute to the strata's operating fund and the contingency reserve fund. So, even if the insurance premium were paid by the strata's operating fund as requested by SL2, the result would be the same in that the expenses would ultimately be paid equally by SL1 and SL2.

124. Even though these claims were not specifically stated in the Dispute Notice, in her submissions, Ms. Whiting also asks the strata to reimburse each of the strata lots $1,218.50 for their payments of the insurance premiums though this claim and she asks for an order amending the bylaws to require the payment of the annual insurance premiums by April 9 of each year. Since the owners of SL1 provided responsive submissions and evidence, I am satisfied that they were aware of these claims and had an opportunity to respond. So, I will consider these claims for reimbursement of the insurance premiums and an amendment of the bylaws.

125. For the reasons discussed above, I find that Ms. Whiting's request to reimburse the insurance premiums is moot since SL1 and SL2 are ultimately equally responsible for the payment of the strata insurance premiums. So, I dismiss this claim.

126. As for Ms. Whiting's bylaw amendment request, section 128 of the SPA says bylaw amendments must be approved by a 3/4 vote of the owners at an AGM or SGM. I

find that the SPA does not allow me to make an order amending the bylaws. So, I dismiss this claim.

Ms. Whiting's request for an order requiring the payment of the strata insurance appraisal

127. Ms. Whiting asks for an order requiring Mr. Rolfsen to sign a strata cheque for appraisal services.

128. The May 16, 2019 council minutes say Ms. Whiting will get 3 quotes for an insurance appraisal. On April 2, 2020, Ms. Whiting emailed Mr. Rolfsen saying that she had 3 quotes for the appraisal, ranging from $550 to $750. Ms. Whiting says that appraisal company was selected but Mr. Rolfsen has not signed the strata cheque paying for the appraisal. However, based on emails exchanged between Ms. Whiting and Mr. Rolfsen on April 3, 2020, I find that SL1 did not agree to order an appraisal. Also, the minutes from the January 21, 2020 AGM says the appraiser was cancelled. Based on the above, I find that strata has not approved the appraisal services.

129. Although Ms. Whiting did not specifically say this in her Dispute Notice, I also consider this claim to be a request for an order requiring the strata to meet its insurance obligations under the SPA. Ms. Whiting essentially argues that it would be prudent to get an appraisal to make sure the strata has adequate insurance. However, Mr. Rolfsen argues that the strata bank account does not have adequate funds to pay for the inspection.

130. Under section 149 of the SPA, the strata must insure the CP, common assets, buildings shown on the strata plan and original fixtures installed by the developer for the full replacement value. Under section 154, the strata must annually review the adequacy of the strata's insurance and report the coverage at each AGM.

131. I note that the January 21, 2020 AGM minutes did not confirm that the strata had sufficient insurance. Based on the evidence provided, I cannot determine whether the strata has adequate insurance for the full replacement value of the CP and building as required by section 149 of the SPA. I find that an appraisal is a reasonable method of determining the replacement value to ensure the strata has

adequate insurance as required by section 149 of the SPA. Since the strata must have insurance for the full replacement value, I order the strata to perform an appraisal of the building within 3 months under section 149 and 154 of the SPA.

CRT FEES, EXPENSES AND INTEREST

132. 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. Since Ms. Whiting was generally unsuccessful in her claims, I dismiss her request for reimbursement of CRT fees. Since Ms. Peters and Mr. Rolfsen were partially successful in their counterclaims, I find that Ms. Peters and Mr. Rolfsen are entitled to reimbursement of one-half of their CRT fees from Ms. Whiting, totaling $67.50.

133. Ms. Peters and Mr. Rolfsen also request reimbursement of alleged dispute-related expenses. They argue that property management expenses were incurred because Ms. Whiting did not comply with the SPA. As discussed above, Ms. Peters and Mr. Rolfsen provided a billing statement from a property management company for services provided from August 20, 2018 to April 30, 2019 showing a balance due of $598.50. However, I find that Ms. Peters and Mr. Rolfsen have failed to provide an adequate explanation of how these expenses are related to the resolution of these disputes so I dismiss this claim.

134. Also as discussed above, Ms. Peters and Mr. Rolfsen also provided an invoice from a lawyer totaling $1,485.05 for legal services from December 20, 2019 to January 31, 2020. However, CRT rule 9.4(3)(b) says that the CRT will not order one party to pay another party any fees charged by a lawyer in a strata dispute, unless there are extraordinary circumstances. The legal fees in this dispute generally relate to assistance in holding an AGM. Since an AGM is a routine strata function, I do not find these to be extraordinary circumstance under CRT rule 9.4(4) that justify the awarding of reimbursement of legal fees. So, I dismiss Ms. Peters' and Mr. Rolfsen's request for reimbursement of dispute-related expenses.

135. The *Court Order Interest Act* (COIA) applies to the CRT. The parties are entitled to pre-judgement interest on their respective money orders as calculated below.

136. The strata owes Ms. Peters and Mr. Rolfsen pre-judgment interest on the $880.42 refund from the date of their payment on June 24, 2019. This totals $19.82.

137. The strata owes Ms. Whiting pre-judgment interest on the $380.43 refund from the date of her payment on June 25, 2019. This totals $8.54. Ms. Whiting owes from strata pre-judgment interest on the unpaid strata fees of $295 from February 15, 2020, the date due, to the date of this decision. This totals $2.91. So, the strata owes Ms. Whiting net pre-judgment interest of $5.63.

138. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against any of the owners.

ORDERS

139. I order that within 30 days of this decision:

a. The strata must pay Ms. Whiting $85.43.

b. The strata must pay Ms. Whiting $5.63 as pre-judgement interest under the COIA.

c. The strata must pay Ms. Peters and Mr. Rolfsen $880.42.

d. The strata must pay Ms. Peters and Mr. Rolfsen $19.82 as pre-judgement interest under the COIA.

e. Ms. Whiting must pay Ms. Peters and Mr. Rolfsen $67.50 as reimbursement of CRT fees.

f. The strata must file the 2020 T2 tax form.

g. The strata must pay engineer CH the outstanding balance, if any, of the $787.50 invoice. The strata must also reimburse each owner for any payment made towards this invoice.

140. Within 12 months of this decision, the strata must repair the deck, deck roof and carport on SL2's side of the property. The strata is responsible for the cost of the repairs.

141. Within 3 months, I order the strata to perform an appraisal of the building.

142. Ms. Whiting, Ms. Peters and Mr. Rolfsen are entitled to post-judgement interest from the strata under the COIA for the orders against the strata. Ms. Peters and Mr. Rolfsen are entitled to post-judgement interest from Ms. Whiting under the COIA for the order against Ms. Whiting.

143. I refuse to resolve Ms. Whiting's request for a restraining order.

144. I dismiss the remaining claims.

145. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court 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.

Richard McAndrew, Tribunal Member

Amendment Notes

Under section 64 of the CRTA, the CRT may amend a decision or order to correct a clerical or typographical error, an accidental or inadvertent error, omission, or other similar mistake, or an arithmetical error made in a computation.

Paragraphs 29, 100, and 127 were amended to correct inadvertent typographical errors. The heading at paragraph 127 was amended to correct an inadvertent mistake. The corresponding Order is correct and was not amended.