



Civil Resolution Tribunal

Date Issued: March 31, 2021

File: ST-2020-003176

Type: Strata

Civil Resolution Tribunal

Indexed as: *Li v. The Owners, Strata Plan EPS1069*, 2021 BCCRT 355

BETWEEN:

CHANG MING LI

APPLICANT

AND:

The Owners, Strata Plan EPS1069 and
Section 1 of The Owners, Strata Plan EPS1069

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Lynn Scrivener

INTRODUCTION

1. This dispute is about strata corporation governance. The applicant, Chang Ming Li, is an owner of 3 strata lots in the respondent airspace strata corporation, The Owners, Strata Plan EPS1069 (strata), including 1 strata lot in Section 1 of The Owners, Strata Plan EPS1069 (retail section). Mr. Li says the strata and retail section have refused

to allow him to vote at meetings, to serve on the retail section executive, or to provide him with information that he requested. Mr. Li also says that the respondents failed to hold annual general meetings (AGMs) as required by the *Strata Property Act* (SPA), failed to enforce the strata's bylaws around alterations and karaoke operations, and inappropriately allowed the retail section to change the strata's bylaws. He asks for orders that the strata and retail section stop "persecuting" him and comply with the bylaws and the SPA.

2. The strata and the retail section say that Mr. Li's claims are related to proceedings in the British Columbia Supreme Court (BCSC) and that the CRT should refuse to resolve them. With the exception of the claim about the timing of the AGMs, the strata and retail section say that Mr. Li's claims have no merit, were brought for the sole purpose of creating leverage in the BCSC, and should be dismissed.
3. Mr. Li is self-represented. The strata and retail section are represented by Ms. Bronwen Black, a lawyer.

JURISDICTION AND PROCEDURE

4. 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.
5. 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.
6. 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.

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. Under section 61 of the CRTA, the CRT may make any order or give any direction in relation to a CRT proceeding it thinks necessary to achieve the objects of the CRT in accordance with its mandate. The CRT may make such an order on its own initiative, on request by a party, or on recommendation by a case manager.
10. Portions of the evidence before me are in a language other than English and did not all include translations as required by CRT rule 1.7(5). I will consider only those portions of the parties' evidence that are in English, and will refer to only what is necessary to provide context to my decision.
11. Mr. Li requested an order that the strata and the retail section provide him with a letter apologizing for their "repeated and continuous persecution" of him. As a general rule, the CRT does not order parties to apologize as forced apologies are not productive or helpful. Accordingly, I decline to order this remedy.
12. Mr. Li also asked for an order that the strata and retail section not "take any further actions that may harm [his] interests". The CRT generally does not make prospective orders about future events that have not yet occurred. Further, this request could amount to a request for injunctive relief that is not within the CRT's jurisdiction described in section 121 of the CRTA. Given the vague nature of Mr. Li's request, I decline to order this remedy.
13. Mr. Li made submissions about the validity of liens filed against his strata lots and whether the strata and retail section should be ordered to have the liens clarified or removed. The liens are not within the scope of the matters in this dispute and I find

that they are properly addressed by the BCSC proceedings discussed below. I will make no findings or orders about the validity of the liens, the associated proceedings, or legal costs.

Preliminary Decisions

14. There have been 2 preliminary decisions in this dispute. In a July 10, 2020 preliminary decision, a CRT Vice Chair granted the respondents' request for legal representation.
15. In a September 30, 2020 preliminary decision, the Vice Chair decided that, although he did not request hearings about them, none of Mr. Li's claims were barred under section 189.1 of the SPA. The Vice Chair refused to resolve a number of Mr. Li's claims about the liens and associated losses as they were linked to the liens that were the subject of the BCSC proceedings and it would be more appropriate for the BCSC to resolve them.
16. The Vice Chair found that Mr. Li's claims about voting privileges and serving on the section executive were also linked to the BCSC proceedings because they arose from the fact that the respondents found Mr. Li to be in arrears. However, she did not refuse to resolve those claims as it was not clear whether Mr. Li intended to challenge them on a basis other than those addressed in the BCSC proceedings. In addition, the Vice Chair found that none of Mr. Li's claims were barred by the *Limitation Act*. I discuss these issues in more detail below.

ISSUES

17. The remaining issues in this dispute are:
 - a. Whether the CRT should refuse to resolve Mr. Li's claims about persecution, voting privileges, and serving on the section executive,
 - b. Whether any of Mr. Li's claims are statute-barred under the *Limitation Act*,
 - c. Whether the timing of AGMs complies with the time frames set out in the SPA,

- d. Whether the strata's bylaws allow it to restrict an owner's voting rights if it is entitled to register a lien against a strata lot,
- e. Whether Mr. Li is entitled to copies of the owners' contact information and completed AGM registration sheet,
- f. Whether the strata and retail section approved a karaoke business that does not comply with the bylaws,
- g. Whether the strata and retail section are failing to enforce the strata's bylaws about alterations, and
- h. Whether the strata inappropriately allowed the retail section to change its bylaws.

EVIDENCE AND ANALYSIS

- 18. The strata is an airspace parcel strata corporation that is 1 of 4 airspace parcels in a multi-story building. In its bylaws filed at the Land Title Office in 2013, the strata created 3 sections: a retail section, an office section, and a food court section.
- 19. Mr. Li is an owner of unit 3235 (strata lot 211) in the retail section and units 4070 and 4075 (strata lots 235 and 236) in the strata's office section.
- 20. Mr. Li developed disagreements with the strata and retail section about various matters, including some alterations that he felt were unauthorized and the opening of a karaoke business that he thought was prohibited by the bylaws. At some point, and for reasons that are not entirely clear, Mr. Li fell into arrears with his strata fees. In June of 2017, liens were filed against the strata lots. In 2018, petitions filed in the BCSC resulted in orders against the owners of the strata lots.
- 21. Based on the limited information before me, it appears that the lien amounts were paid but not the associated legal costs. At the time the Dispute Notice was issued, the parties were waiting for a hearing about the assessment of costs in the BCSC

proceedings. It is not clear whether this hearing has occurred or, if so, what the outcome was.

22. The circumstances around the arrears and liens have affected Mr. Li's relationships with the strata and the retail section. He feels that the strata and retail section have been "persecuting" him, and that this has impacted his ability to vote at meetings and serve on the retail section executive. In addition to his existing concerns about the karaoke business and alterations, Mr. Li also raises concerns about bylaw changes, the timing of AGMs and the strata and retail section not providing him with information he has requested.
23. The strata and retail section say that Mr. Li's claims are frivolous, vexatious, an abuse of process, and aimed at creating leverage in the BCSC proceedings. The strata and retail section say that all of Mr. Li's claims are related to the BCSC orders and should be resolved in those proceedings rather than by the CRT. In the alternative, they say that all of Mr. Li's claims should be dismissed. Although the strata and retail section admit that AGMs have been delayed, they say that these delays were reasonable and Mr. Li's claim was both unwarranted and unnecessary.
24. In addition to orders about his specific concerns as outlined above, Mr. Li asked for a general order that the strata and retail section must comply with the SPA and bylaws. As the strata and retail section are already required to comply with the SPA and the bylaws, it is not necessary for me to make this order. However, where relevant, I will address the issue of compliance with the SPA and bylaws below.

Should the CRT refuse to resolve any claims?

25. Section 11 of the CRTA provides the CRT with the general authority to refuse to resolve a claim or dispute. Section 11(1)(a) allows the CRT to refuse to resolve a claim if it would be more appropriate for another legally binding process or dispute resolution process.
26. As noted, in her September 30, 2020 decision, the Vice Chair found that Mr. Li's claims about violation of his voting privileges and his removal from the section

executive were linked to the BCSC proceedings but did not refuse to resolve them as the full arguments were not before her and Mr. Li may challenge these actions on some other basis. I will consider whether he has done so, and I will also consider whether I should refuse to resolve Mr. Li's claim about persecution.

27. I find that Mr. Li's claim about being persecuted by the strata and retail section is directly related to his arrears and associated liens and BCSC proceedings. As he has provided no other basis for this claim, I find that it would be more appropriate for the BCSC proceedings, and refuse to resolve it under section 11(1)(a) of the CRTA.
28. I find that the claim for persecution includes Mr. Li's claim about the retail section's motivation for denying his requests for information when he was a member of the section executive. I refuse to resolve the persecution aspect of this claim, but I will consider whether Mr. Li had any entitlement to the requested information under the SPA.
29. I find that the specific issue of whether the strata and retail section appropriately prevented Mr. Li from voting is related to the BCSC proceedings and refuse to resolve it. However, I will consider the more general issue of whether the strata's bylaws allow the strata or sections to prevent an owner from voting if the strata is entitled to register a lien against their strata lot.
30. Mr. Li's position is that his claim about his removal from the section executive and his request for reinstatement "do not reference the liens or BCSC orders at all". Mr. Li submits that there was a verbal agreement among retail section executive members to clarify the validity of the liens before removing him from the executive. He describes his claim as relating to an alleged breach of that agreement. Whether or not there was such an agreement, I find that the claim about being removed from the retail section executive is directly related to the liens and the BCSC proceedings. Therefore, I refuse to resolve Mr. Li's claim for reinstatement to the retail section executive under section 11(1)(a) of the CRTA.

Limitation Act

31. As noted, the Vice Chair made a preliminary decision that none of Mr. Li's claims were brought outside the applicable limitation period. The Vice Chair's decision is not binding upon me. Based upon the based on the evidence and submissions before me, which were not before the Vice Chair, I will make a final decision about whether Mr. Li's claims were brought in time.
32. A limitation period is a period in which a person may bring a claim. If that period expires, the right to bring the claim ends. The current version of British Columbia's *Limitation Act* came into force on June 1, 2013, and section 6 says there is a 2-year limitation period that starts to run on the day on which the day on which a claim is discovered or ought to have been discovered. Mr. Li submitted his Dispute Notice to the CRT on April 17, 2020. This means that, in order to be in time, Mr. Li must have discovered his claims no earlier than April 17, 2018.
33. I find that the claims of the timing of AGMs and whether the bylaws allow the strata and retail section to restrict voting are ongoing matters that are not specific to Mr. Li's personal circumstances. I find that they are not statute-barred.
34. Mr. Li's claim about disclosure of information arose in November of 2019 and, accordingly, was brought in time.
35. Turning to the karaoke business, Mr. Li stated in his Dispute Notice that the strata and retail section were not enforcing the bylaws around this business. However, his submissions indicate that his position is that the strata and retail section approved a change of use for this business that was not consistent with the bylaws. Although the karaoke plan for the associated strata lots appears to have been in the works for several years, the evidence before me indicates that the change of use was approved by the retail section in December of 2018 and by the strata in 2019. Therefore, Mr. Li's claim about the approval of the change of use was brought within the 2-year limitation period.

36. Mr. Li's claim about alterations to a strata lot concerns alterations that were approved at a special general meeting (SGM) on November 9, 2015. However, the construction process was delayed and it is not clear when the alterations was complete or when Mr. Li noticed that the completed vents forming part of the alterations differed from his view of what was approved. I note that the plans for the space were submitted to the strata in December of 2018 and discussions about construction occurred in January of 2019. Mr. Li says in his submissions that the business did not begin operating until 2019. Based on the information before me, I find that it is more likely than not that the construction of the vents that are the subject of Mr. Li's claim was not completed until 2019. Therefore, I find the claim was brought in time.
37. Mr. Li's claim that the strata allowed the retail section to change its bylaws flows from a $\frac{3}{4}$ vote resolution to amend several bylaws, including bylaw 41.1(12) concerning the requirements for a karaoke business, at an October 18, 2017 AGM. The resolution passed, and the results of the vote were documented in the AGM minutes. The minutes were sent to strata lot owners under cover of an October 31, 2017 memorandum from the property manager. There is no indication that Mr. Li did not receive the minutes.
38. I find that Mr. Li was aware, or ought to have been aware, of the change to the bylaws by October 31, 2017. Therefore, any claim aimed at challenging the validity of the resolution and associated vote had expired by the time Mr. Li filed his claim. I find that the claim about the bylaw change is statute-barred, and Mr. Li is no longer entitled to pursue it. I will not address this claim further.

Timing of AGMs

39. Section 40(2) of the SPA states that an AGM must be held no later than 2 months after the fiscal year end of the strata or section. Section 41 of the SPA sets out the limited circumstances in which an AGM may be waived, and this requires the written consent to the waiver and resolutions approving the budget, council election by acclamation, and dealing with any other business. While section 41 permits the requirement for an AGM to be waived, there is no provision in the SPA that permits a strata corporation to select a different time to hold its AGM.

40. According to the evidence before me, the strata's fiscal year end is on October 31st. There is no indication that the strata has changed its fiscal year end as permitted by section 102 of the SPA. This means that, in order to comply with the SPA, the strata must hold its AGMs by December 31 each year.
41. Based on the information before me, the strata and retail section held some of their AGMs before December 31. However, it is not clear whether all meetings were held within the applicable time frame. The strata admits that it did not hold the 2019/2020 AGM within the time frame set out in the SPA. Although the strata council had intended to hold the meeting in March of 2020, it decided to delay the AGM due to pandemic-related concerns. According to the August 11, 2020 AGM minutes, additional delays resulted from restrictions on in-person gatherings. The strata and retail section say these delays were reasonable in the circumstances.
42. According to the submissions, the strata council made a decision about when to hold the AGM in February of 2020. Therefore, this decision was made after the time period for the AGM had expired. I also note that this occurred before the pandemic was declared in March of 2020.
43. Section 40(2) is not an optional provision. By failing to hold the AGM by December 31, 2019, the strata was not in compliance with the requirements in the SPA. This is so despite any subsequent concerns or restrictions related to the pandemic.
44. An October 15, 2020 email from the strata's property manager to Mr. Li indicates that the strata was aware of its non-compliance and has committed to holding future AGMs as required by the SPA. I order the strata and retail section to comply with section 40(2) of the SPA by holding future AGMs within 2 months of each fiscal year end, unless the waiver requirements set out in section 41 of the SPA are met.

Voting

45. Restricting voting rights is not a matter that is prescribed in the SPA or the Standard Bylaws. However, the SPA permits strata corporations to make the choice to amend their bylaws in this regard. Mr. Li submits that the strata has not passed any bylaws

to restrict voting. The strata and retail section did not provide submissions on this point.

46. Section 116(1)(a) of the SPA sets out that a strata corporation may register a lien against an owner's strata lot if the owner fails to pay strata fees. Section 53(2) of the SPA says that a strata corporation may, by bylaw, provide that the vote for a strata lot may not be exercised, except on matters requiring an 80% or unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1). If such a bylaw exists, it is not enough for an owner simply to be in arrears. In order for an owner to be ineligible to vote, a strata corporation must have complied with section 112 of the SPA (see *Azura Management (Kelowna) Corp. v. Strata Plan KAS 2428*, 2009 BCSC 506 at paragraph 97).
47. The strata's bylaws discuss voting at bylaw 33. Although bylaw 33 addresses voting procedures and other bylaws consider the possibility that there may be "persons who are not eligible to vote" at meetings, the bylaws do not allow the strata (and therefore the sections) to suspend the voting rights for a strata lot if the strata is entitled to register a lien against that strata lot.
48. Under the bylaws, the strata and sections do not have the authority to restrict an owner's voting privileges if the strata corporation is entitled to register a lien against that strata lot. In future, the strata and retail section must ensure that all eligible owners are allowed to vote at their meetings. If the strata wishes to restrict owners from voting as contemplated by section 53(2) of the SPA, it will need to amend its bylaws as set out in sections 126 to 128 of the SPA. In addition, prior to restricting a particular owner from voting, ensure that it complies with section 112 of the SPA as set out in *Azura*. The same applies to the retail section, given that it can pass its own bylaws.

Information Requests

49. Mr. Li submits that he requested but was not provided with a "contact list with phone number" for the owners in the retail section, as well as a completed AGM registration sheet. Mr. Li submits the *Personal Information Protection Act* (PIPA) permits the

disclosure of “personal information”, which he says includes phone numbers. The strata and retail section say that Mr. Li’s requests do not fall within the scope of what the strata is required to retain under section 35 of the SPA. The strata and retail section say that they provided Mr. Li with a copy of the AGM registration sheet, without signatures, as a good faith gesture. I note that this list contained the name of each strata lot’s owner and their mailing addresses, but no phone numbers.

50. Section 35 of the SPA sets out the types of records and documents that a strata corporation must prepare and retain. Section 36 of the SPA states that, upon receiving a request, a strata corporation must provide an owner copies of the records and documents referred to in section 35.
51. Section 35(1)(c)(i) says that a strata corporation must prepare a list of “owners, with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall and storage locker numbers, if any, and unit entitlements”. There is no requirement for telephone numbers or other contact methods such as email addresses to be included in this list. Neither the SPA nor the *Strata Property Regulation* require a strata corporation or a section to retain or disclose the sign-in sheets from an AGM.
52. There is no authority either in the SPA or the PIPA for the strata to refuse to disclose or redact documents listed in section 35 of the SPA (see *Mitchinson v. The Owners, Strata Plan VR 1120*, 2020 BCCRT 1420 at paragraph 39). Although a strata corporation or section must disclose information in accordance with section 36 of the SPA, I find that there is nothing in the SPA or the PIPA that expands the disclosure requirement past what is listed in section 35 of the SPA. Therefore, I find that a strata corporation’s obligation to disclose information under section 36 of the SPA is limited to the items listed in section 35.
53. I do not agree with Mr. Li’s submission that the PIPA permits him to have the other owners’ personal information. The PIPA gives an individual the right to access their own personal information, but does not grant any rights regarding another person’s

personal information (see *Little Qualicum River Village Strata Corporation (Strata Plan VIS 4673) (Re)*, 2019 BCIPC 03 (CanLII) at paragraph 11).

54. Mr. Li suggests that owners who serve on the retail section executive are entitled to additional information. However, section 36 of the SPA does not distinguish between owners who are serving as members of councils or executives and those who are not. I find that his status as a section executive member is not relevant to his request for information.
55. I find that Mr. Li is not entitled to the other owners' contact information or the AGM registration sheet under sections 35 and 36 of the SPA. I dismiss this claim.

Karaoke Business

56. Mr. Li says that the strata and retail section approved the operation of a karaoke business when he says the bylaws do not permit this type of business. He suggests that the strata and retail section do not enforce the bylaws against the karaoke business because of a relationship between the business and the strata council president. The strata and retail section say that they have enforced the bylaws, which they say permit karaoke businesses.
57. According to section 120(1) of the SPA, the bylaws of a strata corporation are the Standard Bylaws, except to the extent that different bylaws are filed in the Land Title Office. The version of the bylaws filed at the Land Title Office in June of 2013 contain a number of use prohibitions in bylaw 41.1. Bylaw 41.1(12) says that an owner shall not permit the strata lot to be used for karaoke entertainment unless the soundproofing has been approved by the strata, the ceiling of the strata lot is at least 16 feet in height, and the sound emitted is not capable of interfering with the enjoyment of other strata lots or the adjacent property. Although Mr. Li interprets this bylaw as meaning that no karaoke businesses are permitted, I find that it permits karaoke in the particular circumstances set out in the bylaw and as approved by the strata.

58. The amendments approved at the October 2017 AGM were filed at the Land Title Office in January of 2018. These amendments included a change to bylaw 41.1(12), and changed the prohibition to the playing of music unless the strata lot has soundproofing that has been approved in writing by the strata corporation. This amended version does not refer to karaoke.
59. Although the alterations to the strata lots in question were approved in 2015, when the previous version of the bylaws was in force, the change of use was approved by the retail section in 2018 and the strata in 2019. Therefore, according to section 120 of the SPA, the amended bylaw was in force at the time. The karaoke business would be in compliance with that version of the bylaw so long as its soundproofing was approved in writing by the strata.
60. The November 1, 2019 strata council meeting minutes show that the council reviewed the retail section's approval for the soundproofing at the karaoke business. This approval also involved a representative of the developer. The minutes state that the council was "satisfied the owner received the proper approvals regarding use and construction". I find that this amounts to "approval in writing by the strata corporation" as contemplated by bylaw 41.1(12).
61. As karaoke is not prohibited by the bylaws, I find that the retail section and the strata did not violate the bylaws when they approved the change of use to permit the karaoke business. I find that there is no indication that the retail section or the strata failed to apply the bylaw when approving the soundproofing. Further, there is no indication that the retail section or strata has failed to enforce the bylaws concerning the operation of the karaoke business. Although Mr. Li says that he sometimes hears noise from the karaoke business inside one of his strata lots located directly above, he does not say that he made a complaint about this noise that the strata and retail section failed to address. Further, the evidence before me does not suggest that any other occupant has made a complaint about the karaoke business that has been ignored.

62. I also find that there is nothing in the evidence to support Mr. Li's assertion that there was any form of favouritism involved in the decision-making process of the retail section or the strata, or that karaoke businesses negatively impact the strata's public image.
63. Although I dismiss this claim, nothing in my decision would prevent Mr. Li from making a complaint to the strata or a section about any activity that he feels is a nuisance or unreasonable noise as set out in bylaw 6.1.

Alterations

64. Mr. Li says a strata lot performed alterations to the exterior of the building that were outside the scope of what was approved in 2015. He says that the strata should make the owners of the strata lot to comply with its bylaw 8, which requires approval for alterations, and make only the alterations approved at the November 9, 2015 SGM. The strata and retail section suggest that the alterations are consistent with what was approved, and say that Mr. Li has failed to prove otherwise.
65. The area in question is the karaoke business, which is comprised of 3 separate strata lots. The alterations concern vents for an exhaust ventilation system. The meeting minutes show that the owners approved a request for the installation of the vents "which will take up to 3 window panels" on the exterior of the building. The minutes document discussion about cleaning and safety issues but nothing about the appearance of the vents.
66. Mr. Li says this approval was limited to very narrow vents on the bottom of 3 window panels, but the installed vents take up 3 whole window panels. He also says that these alterations were only approved because the owner promised that they would be "hardly visible compared to the existing exterior" but the difference in what was installed is "very noticeable".
67. Mr. Li provided a diagram that has been annotated with red boxes to show narrow vents along the bottom edge of 3 window panels. He also provided photos of the

installed vents that take up the entire panel. The installed vents are not in 3 consecutive panels as shown in the diagram.

68. It is not clear where this annotated diagram was included in the materials provided to owners for their consideration prior to the SGM. However, there is no indication that the alterations were limited to the vents shown on this diagram. As noted, the minutes show that the resolution for the approved alteration was for “up to 3 window panels”. The resolution did not specify the size of the vents, that the 3 panels would be consecutive, or that they would be in the location shown on the diagram. It also did not set out requirements for the visibility of the vents on the exterior of the building, which is otherwise made of glass. Further, while there may have been a discussion about how visible the vents would be, there is no indication that the approval of the alteration required that they be “hardly visible”. I note that the only condition in the resolution was that the alteration be approved by the municipality.
69. I find that the approval of the alteration did not require a particular location or appearance for the vents. It only required that the vents take “up to 3 window panels” of space. As the evidence shows that the vents do take up 3 panels, I find that the strata lot owner did not make any unapproved alterations and the strata did not fail to enforce its bylaws. I dismiss this claim.

CRT FEES AND EXPENSES

70. Under section 49 of the CRTA, and the CRT rules, the CRT generally will order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Mr. Li was largely unsuccessful, I find that it would be appropriate for him to bear his own expenses.
71. Mr. Li submitted that he should receive interest on his CRT fees. Even if I had granted him the reimbursement of CRT fees, I would not have made an order for interest. Under the *Court Order Interest Act*, there is no interest on costs. I find that CRT fees are analogous, and that no interest is payable on CRT fees or dispute-related expenses.

72. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Li.

ORDERS

73. I order that:

- a. the strata and retail section must ensure that future AGMs are held within the time frame set out in the SPA,
- b. the strata and retail section must ensure that all eligible voters are permitted to vote at general meetings unless the strata amends its bylaws to restrict the voting rights of owners against whose strata lots the strata is entitled to register a lien.

74. I refuse to resolve Mr. Li's claims about persecution by the strata and retail section, being prevented from voting at general meetings, and removal from the retail section executive pursuant to section 11(1)(a) of the CRTA.

75. The remainder of Mr. Li's claims are dismissed.

76. 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.

Lynn Scrivener, Tribunal Member