Civil Resolution Tribunal

Date Issued: May 10, 2021

File: ST-2020-009002

Type: Strata

Civil Resolution Tribunal

Indexed as: *Stevens v. The Owners, Strata Plan KAS 2490,* 2021 BCCRT 492

B E T W E E N :

TONY STEVENS

APPLICANT

A N D :

The Owners, Strata Plan KAS 2490

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Sarah Orr

INTRODUCTION

1. The applicant, Tony Stevens, owns a strata lot in the respondent bare land strata corporation, The Owners, Strata Plan KAS 2490 (strata).

2. Mr. Stevens asks for orders that:

a. The strata obtain owner approval for its significant change to a common property (CP) field through a resolution at an annual general meeting (AGM) or special general meeting (SGM), and if approved, register the approved change with the Land Title Office (LTO),

b. The strata remedy unauthorized expenditures related to a parking project, a tool storage shed, and docks,

c. The strata propose bylaw amendments at an AGM or SGM for bylaws 35(1), 35(4) and 35(5),

d. The strata immediately obtain appropriate insurance coverage,

e. The strata hold its AGMs within 2 months of its fiscal year end as required by the *Strata Property Act* (SPA), and

f. The strata prepare and provide meeting minutes to the owners as required by the SPA and bylaws.

3. The strata says it completed the parking project on the understanding that the field was limited common property (LCP), and that it had the owners' approval for the project. It denies that it made any unauthorized expenditures, but says it is in the process of reviewing its bylaws. It says Mr. Stevens did not properly raise the insurance issue in his Dispute Notice. It says it has made recent improvements to ensure its AGM scheduling, minute-taking and notice to owners comply with the SPA and bylaws.

4. Mr. Stevens is self-represented and the strata is represented by a strata council member.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services

accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.

6. The CRT has discretion to decide the format of the hearing, including 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.

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. Section 189.1(2) of the SPA requires an owner to request a strata council hearing before starting a CRT dispute unless the CRT determines that it is not required. Mr. Stevens did not request a hearing with the strata council before starting this dispute. However, the parties agree that a hearing would not have been helpful in resolving the issues in this dispute, and Mr. Stevens requests that the CRT waive the requirement for a hearing. In the circumstances I waive the requirement for a hearing.

10. During the facilitation stage of the CRT's dispute resolution process Mr. Stevens revised some of the remedies he originally requested in his Dispute Notice. He also added a new requested remedy for the strata to obtain adequate insurance coverage. He did not revise the Dispute Notice to reflect these changes. The strata does not object to the revised remedies, but it objects to the new insurance remedy because it was not in the Dispute Notice. However, the strata was notified of the revised remedies and the new insurance remedy before the adjudication stage, so it had an opportunity to provide evidence and submissions on all of Mr. Stevens' requested

remedies. In the circumstances I find the requirements for procedural fairness are met and I can properly decide all of Mr. Stevens' claims and revised remedies, including the insurance remedy.

ISSUES

11. The issues in this dispute are:

    a. Did the strata make a significant change to CP in breach of the SPA?

    b. Did the strata make unauthorized expenditures on the parking project and a tool storage shed?

    c. Did the strata make unauthorized expenditures on dock materials?

    d. Is the strata required to amend its bylaws about deck and patio size, fence materials and fence locations?

    e. Does the strata have adequate insurance coverage?

    f. Has the strata failed to properly schedule and notify owners of its AGMs?

    g. Has the strata failed to prepare proper council meeting minutes or distribute them to owners?

EVIDENCE AND ANALYSIS

12. In a civil claim like this one, the applicant, Mr. Stevens, must prove his claims on a balance of probabilities. This means the CRT must find it is more likely than not that Mr. Stevens' position is correct. I have reviewed all the parties' evidence and submissions but refer only to what is necessary to explain my decision.

13. The strata is a bare land strata created in 2003. Strata lot 1 is a commercial campground with RV rental sites, owned by the owner developer (resort side). Strata lots 2 through 27 are privately owned bare land lots used for seasonal recreation (private side). Mr. Stevens owns a strata lot on the private side.

14. Each side appears to operate independently from the other, and the private side has a separate fund and budget. However, neither the owner developer nor the strata have created sections under section 192 or 193 of the SPA. Mr. Stevens did not raise this as an issue in this dispute, so I have not addressed it. However, the strata may wish to review whether this practice complies with the SPA.

15. In October 2012 the strata filed a set of bylaws with the LTO that repealed and replaced all previous bylaws. The strata has not filed any bylaw amendments since 2012, so I find the 2012 bylaws are applicable to this dispute.

Did the Strata make a significant change to CP in breach of the SPA?

16. Mr. Stevens says the strata breached section 71 of the SPA by converting a CP field into a gravel parking area. Section 71 of the SPA prohibits a strata from making a significant change to the use or appearance of CP unless approved by a resolution passed by a ¾ vote at an AGM or SGM.

17. At the 2019 AGM the private side owners unanimously passed a resolution to spend up to $1,500 from the private side's contingency fund to convert part of a field into a gravel parking area (parking resolution). The parking resolution specifically referred to the relevant parking area as LCP. The parking resolution did not refer to section 71 of the SPA, but I find it implicit that by approving the expense the private side owners also approved the change itself. The minutes from the meeting show the resort side owner was present at the meeting but was not permitted to vote on the parking resolution. It is undisputed that at that point in time, the owners believed the field was LCP for the exclusive use of the private side owners. LCP is CP that is designated for the exclusive use of the owners of one or more strata lots.

18. The strata completed the parking project in May 2020.

19. Mr. Stevens says the relevant area is CP, not LCP, so the parking resolution is invalid. He wants an order requiring the strata to obtain fresh approval for the significant change by way of an AGM or SGM resolution, and if approved, to register the approved change with the LTO.

20. The strata says it has administered its budget on the assumption that the relevant area is LCP for the exclusive use of the private side owners, and only the owners of strata lots 2 to 27 have funded maintenance of that area. It says it believed it was acting in accordance with the SPA and the owners' wishes when it completed the parking project in May 2020.

21. Apparently, the parties' confusion about the status of the parking area stems from inconsistent strata documents. An October 31, 2008 disclosure statement indicates the owner developer's intention to designate a visitor parking area and an open field as LCP for the exclusive use of strata lots 2 to 27. However, those areas on the strata plan filed with the LTO are designated as CP, not LCP. In *Newman v. The Owners, Strata Plan EPS 680,* 2017 BCCRT 122 and *Yaseniuk v. The Owners, Strata Plan KAS 2750*, 2021 BCCRT 335, the CRT found that the information in a disclosure statement does not dictate what is or is not CP. Rather, that determination must be based on the filed strata plan, and the applicable provisions of the SPA. Although not binding on me, I find the reasoning in these decisions persuasive, and I rely on them here. I find that based on the strata plan and the definition of CP in the SPA, the parking area is CP, not LCP.

22. I agree that the parking resolution is invalid. Under SPA section 71, the parking resolution should have been voted on by all owners, not just the private side owners. This is important because all of the owners should have contributed to the cost of the project, not just the private side owners. Since the private side is not its own section, it should not have its own separate funds. The parking resolution also incorrectly identified the proposed parking area as LCP, so the private side owners did not have an accurate understanding of the designation of the parking area when they voted on the resolution. So, I find that it would be unjust to uphold the parking resolution, even though it achieved a unanimous vote from the private side owners.

23. Having found the parking resolution invalid, I must determine whether the parking project was a significant change to CP. This is because if the change was not significant, then the strata does not need fresh approval from ¾ of the owners.

In *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333, the BC Supreme Court set out criteria for determining what is a significant change in use or appearance of CP. These factors include whether the change is visible to residents or the general public, whether it affects the use or enjoyment of one or more strata lots, whether there is a direct interference or disruption due to the change, and whether the change impacts a strata lot's marketability.

24. Mr. Stevens says that for the parking project, part of the CP grassy area was excavated, an open ditch was partially filled, the land was levelled, and gravel overlay was installed. Mr. Stevens says the private side owners have since been using the area as general parking, and the strata has planted some plants to separate the parking area from the rest of the CP field. The strata does not specifically dispute that there has been a significant change, or dispute Mr. Stevens' evidence and submissions about it. Based on photos in evidence, I find the change is visible to the owners and affects the use of multiple strata lots by allowing them extra parking. There is no evidence about any impacts the parking project has had on any of the strata lots' marketability, or whether any owners experienced interference or disruption because of the change. However, on balance, I am satisfied that the parking project was a significant change to CP.

25. In *Foley*, the court said the proper remedy when a strata corporation makes a significant change without a valid vote under section 71 of the SPA is for the owners to vote on whether to keep the change. So, within 90 days of the date of this decision, I order the strata to hold an SGM, or alternatively an AGM if the timing is appropriate. The SGM or AGM must include a ¾ vote of all owners on the approval of the work already completed on the parking project. Mr. Stevens also asks that if passed, the results of the vote be registered with the LTO. However, I find that is not required by section 71, so I decline to make such an order. Mr. Stevens does not ask for an order about what should happen if the vote does not pass, so I make no order about this.

26. In his submissions, Mr. Stevens says the strata council breached its duty of care under section 31 of the SPA by ignoring his August 2019 report that the parking area

was LCP, and by proceeding with the parking project without requesting and reviewing the strata plan. However, Mr. Stevens did not raise this claim in his Dispute Notice, and he does not request any related remedies, so I find this claim is not properly before me and I decline to address it.

Did the strata make unauthorized expenditures on the parking project and a tool storage shed?

27. Mr. Stevens says the strata made unauthorized expenditures on the parking project and a tool storage shed. He wants the CRT to remedy the unauthorized expenditures.

28. As mentioned above, the parking resolution authorized the strata to spend up to $1,500 from the private side's contingency fund on the parking project. It is undisputed that the strata spent $1,775 on the project. Having found the parking resolution invalid, I find the strata's $1,500 expenditure on the project was unauthorized. Mr. Stevens says the additional $275 was also unauthorized.

29. At the 2019 AGM the private side owners also unanimously passed a separate resolution to spend up to $3,000 from the private side contingency fund to acquire a shed, which it intended to put on the same CP field area that the owners thought was LCP (shed resolution). It is undisputed that the strata spent $3,472 on the shed, exceeding the authorized expenditure by $472. I find the shed resolution is invalid for the same reasons I find the parking resolution invalid. The shed resolution should have been voted on by all owners, not just the private side owners. Since the private side is not its own section there is nothing in the SPA or bylaws permitting it to have its own separate budget or funds. This means the shed should not have been paid for out of the private side's contingency fund, and all owners should have contributed to the cost of the shed. The shed resolution also incorrectly identified the field as LCP. So, having found the shed resolution is invalid, I find the strata's $3,000 expenditure on the shed was unauthorized. Mr. Stevens says the additional $472 expenditure was also unauthorized.

30. Although it is unclear from the evidence before me, I infer from the parties' submissions that the additional $275 the strata spent on the parking project and the additional $472 the strata spent on the shed were paid for out of the strata's operating fund. Mr. Stevens says the $747 overages should not have been paid out of the operating fund because they were neither included in the approved 2019/2020 budget nor approved by a special resolution, and the $747 overages did not meet the section 98 criteria for unapproved expenditures.

31. The strata says that once both projects started, unanticipated expenses arose and stopping the shed project partway through would have resulted in damage because the shed was unassembled and exposed to the elements. It admits it may have made procedural errors in paying for the $747 overages, but says the additional expenses were necessary to complete the projects.

32. I agree with Mr. Stevens that the 2019/2020 budget for the strata's operating fund does not include the parking project or the shed. I find the $747 overages were not approved in the 2019/2020 budget.

33. Under section 98(2) of the SPA, the strata may make unapproved expenditures out of the operating fund if the total amount of all unapproved expenditures in the same fiscal year is less than an amount set in the bylaws, or if the bylaws are silent, less than $2,000 or 5% of the total contribution to the operating fund for the current year, whichever is less. Here the bylaws do not limit the amount of unapproved expenditures, and the total contribution to the operating fund for the 2019/2020 fiscal year was $8,761, 5% of which is $438.05. Since the $747 overages exceeded the $438.05 limit, I find they were not permitted under section 98(2) of the SPA.

34. Section 98(3) of the SPA allows an unauthorized expenditure out of the operating fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage. The strata does not allege any such risk in relation to the parking project but does in relation to the shed. However, the strata provided no evidence to support its assertion that the shed would

be damaged if the additional $472 was not spent. I find there is insufficient evidence to establish that the $472 overage was allowed by section 98(3) of the SPA.

35. In summary, I find all of the strata's expenditures on the parking project and the shed were unauthorized. As mentioned above, Mr. Stevens asks for an order "remedying" these unauthorized expenditures but does not say what remedy he wants. The problem is that the money has already been spent on the projects, which are now completed. In the circumstances, I find there is no practical remedy for the unauthorized expenditures on the parking project and the shed. I dismiss this claim.

Did the strata make unauthorized expenditures on dock materials?

36. Mr. Stevens says the strata made unauthorized expenditures on dock materials in 2020 and he wants an order to remedy them. The strata says the expenditures were necessary to prevent loss or damage.

37. The private side has 13 docks. I note that although the October 31, 2008 disclosure statement indicates the owner developer's intention to build 13 docks and designate them as LCP, the docks do not appear on the strata plan. The private side has treated each dock as LCP for the exclusive use of 2 adjacent strata lots.

38. It is undisputed that the deep ends of the docks float, but the shoreline ends of the docks are elevated on rocks or blocks and anchored to the shoreline using rebar and hardware. In the spring of 2020, there was severe flooding which caused many of the docks to float off their rebar anchors. The minutes from the April 2020 council meeting state that the council would hire a professional to inspect the docks and the council members would complete the repair work themselves. A 2019/2020 council report indicates that on July 12, 2020, council determined that the 4 docks on the north side of the property were a safety concern and were at an increased risk of loss or damage.

39. At the August 2020 AGM the private side owners voted on a ¾ vote resolution to approve expenditures of up to $5,500 from the private side contingency fund to fix the docks and a special levy of $12,666 for a dock improvement project. The

resolution failed. At the same AGM the private side owners passed a rule that set out a standard for dock maintenance and future dock upgrades based on recommendations from several dock professionals.

40. The strata says that after the dock resolution failed, it was concerned that if a dock floated away or sank it would be a significant cost for the strata to replace. On August 9, 2020, the strata notified the owners that it would repair the 4 north side docks. It is undisputed that in August and September 2020, the strata spent $3,895.23 on materials to "float" the 4 north side docks. Mr. Stevens says this expenditure circumvented the proper voting procedures since the dock resolution failed.

41. The strata's 2020/2021 budget approved at the 2020 AGM includes $1,515.12 in the private side's budget for docks. Assuming that the strata applied $1,515.12 of the dock expenditure against the private side dock budget, the $2,380.11 balance of the dock expenditure must still be accounted for. It is unclear whether any of the dock expenditure was made from the OF. If it was, since the $2,380.11 balance is well over 5% of the strata's total budget for the 2020/2021 fiscal year, I find the expenditure was not permitted by section 98(2) of the SPA.

42. As mentioned above, the strata argues that the dock expenditures were necessary to prevent significant loss or damage, and therefore authorized by section 98(3) of the SPA. I disagree. This is because section 98(3) is for immediate expenditures that cannot wait for formal owner approval. The strata was aware of the dock flooding as early as April 2020 and did not make the purchases until August 2020, after it unsuccessfully sought owner approval at the AGM. While the strata suggests the docks were unsafe, aside from some undated photos of some of the docks and a single sentence in a council report, there is no other supporting evidence of an immediate safety issue.

43. In summary, I find the $3,895.20 dock expenditure was unauthorized. However, as with the other unauthorized expenditures in this dispute, the money has already been spent, so I find there is no practical remedy available. I dismiss this claim.

44. I note that in his submissions, Mr. Stevens says the strata failed to secure the docks after the flood and left owners to secure their own docks, in breach of bylaw 8(c)(F). However, he does not request a related remedy, so I decline to address this allegation.

Is the strata required to amend its bylaws about deck and patio size, fence materials, and fence locations?

45. Mr. Stevens says some of the current bylaws specifying deck and patio size, fence materials, and fence locations do not reflect the realities of the strata property. He wants an order for the strata to put bylaw amendments to the owners at an SGM or AGM relating to bylaw 35(1) (deck/patio size), bylaw 35(4) (fence material), and bylaw 35(5) (fence location). He does not propose specific wording for the bylaw amendments.

46. Section 46(2) of the SPA says that persons holding at least 20% of the strata's votes may propose a resolution for an AGM or SGM. There is no evidence that Mr. Stevens has attempted to propose bylaw amendments using the section 46(2) procedure. In *Lum et al. v. The Owners, Strata Plan* VR519, 2001 BCSC 493, the BC Supreme Court said that a court should only override a strata's democratic governing process when absolutely necessary. I find that this principle applies equally to the CRT. There is no evidence that any of the proposed bylaws are time sensitive. With that, I find it would be inappropriate for me to order the strata to propose specific bylaw amendments when there is a democratic process set out in the SPA for Mr. Stevens to do so himself. I dismiss this claim.

47. Mr. Stevens also says the strata has failed to enforce its bylaws and that council members have breached various bylaws which he says demonstrates a breach of their duty of care under section 31 of the SPA. However, Mr. Stevens does not request remedies related to these claims, so I decline to address them.

Does the strata have adequate insurance coverage?

48. Section 149 of the SPA requires a bare land strata to obtain and maintain property insurance on common property, common assets, and buildings shown on the strata plan, all on the basis of full replacement value. Section 150 of the SPA requires a strata to obtain and maintain liability insurance for a minimum of $2,000,000 for property damage and bodily injury.

49. Mr. Stevens says the strata has insufficient insurance coverage in breach of sections 149 and 150 of the SPA. Specifically, he says the strata does not have sufficient insurance coverage or property damage coverage for the docks and the utility building. He requests an order for the strata to obtain sufficient insurance coverage as required by the SPA.

50. The 2019 AGM minutes state that there was no insurance coverage for the utility room, gardening equipment and a potential new shed and washroom, all of which are undisputedly CP or common assets, and that the docks had no property damage coverage. The minutes state that council was waiting on 2 estimates to add these coverage gaps to its insurance policy. The 2020 AGM minutes state that the strata's insurance policy was the same as the previous year, and there was still inadequate coverage with respect to the same items. Those minutes state that the strata was awaiting an estimate from its broker, and that the strata's insurance costs could increase.

51. On the evidence before me it is unclear whether the strata has since added the acknowledged coverage gaps to its 2020/2021 insurance policy. It is also unclear whether the strata has already renewed its insurance policy for 2021/2022, and what is included in that policy. Mr. Stevens submitted the strata's insurance policy from June 5, 2015 to June 5, 2016 and a report he made to the strata in 2016 about the inadequacy of its insurance coverage. However, I find this evidence is insufficient to establish the strata's current insurance coverage. Without this information I find Mr. Stevens has not met the burden of proving his claim that the strata's current insurance coverage does not meet SPA requirements. I dismiss this claim.

Has the strata failed to properly schedule and notify owners of its AGMs?

Scheduling AGMs

52. Mr. Stevens says the strata failed to hold its 2017 and 2019 AGMs within 2 months of its May 31 fiscal year end, in breach of section 40(2) of the SPA. The strata admits the 2017 and 2019 AGMs were not held in time. It says it did not hold an AGM in 2017 because the province of BC was under a state of emergency during the summer due to wildfires, and as of July 30, 2017 the strata property was under an evacuation order because of a local wildfire. The strata held its 2019 AGM on August 3, 2019, 3 days after the July 31 deadline to do so. It says the private side owners regularly live across BC and use their strata lots as recreational properties, so it is most practical to hold AGMs on long weekends when many of the owners are at their strata lots.

53. I find that section 40(2) of the SPA is a mandatory requirement and does not give the strata discretion to extend the deadline for holding its AGMs. On the evidence before me I find the strata breached section 40(2) of the SPA by failing to hold its 2017 and 2019 AGMs on time.

54. Mr. Stevens asks for an order requiring the strata to hold all future AGMS within 2 months of its fiscal year end. He acknowledges that the CRT generally will not order a strata to follow the SPA because such orders are redundant. However, he relies on the CRT's decision in *Hart v. The Owners, Strata Plan VR* 172, 2019 BCCRT 1169, in which the CRT made a similar order as the one Mr. Stevens requests to create greater certainty for the parties in the future. However, in that case the CRT made that order for scheduling clarity because it also ordered the strata to hold an SGM by a certain date. I find such scheduling clarity is not required in this case. The strata is already required to follow the SPA, including holding AGMs within 2 months of its fiscal year end. For these reasons, I decline to grant Mr. Stevens' requested order.

Notice of AGMs

55. The 2018 AGM was held on July 1, 2018. Mr. Stevens says that while the strata notified the owners of the date of the meeting on April 29, 2018, it failed to provide

the required documents to the owners until July 1, 2018. The strata does not dispute this, and I find Mr. Stevens' claim is supported by a July 1, 2018 email in evidence.

56. Section 45 of the SPA requires the strata to give the owners at least 2 weeks' written notice of an AGM. The notice must include a description of matters to be voted on, including the proposed wording of any resolution requiring a ¾ vote, 80% vote or unanimous vote. It also must include the budget and financial statements.

57. I find the strata breached section 45 of the SPA by failing to provide the required documents to owners within 2 weeks of the 2018 AGM. However, Mr. Stevens has not asked for an order related to this breach, so I decline to make one. I dismiss this claim.

Has the strata failed to prepare proper council meeting minutes or distribute them to owners?

58. Mr. Stevens says that since 2013 the strata has failed to regularly prepare and distribute proper council meeting minutes in breach of the SPA and bylaws. He admits the council has made recent efforts to improve the substance of the minutes but says it has still failed to provide them to owners within 2 weeks of council meetings. He wants an order for the strata to prepare and provide minutes as required by the SPA and the bylaws.

59. Section 35 of the SPA requires the strata to prepare and retain minutes of AGMs, SGMs, and council meetings, including the results of any votes. Bylaw 18 requires the results of all council meeting votes to be recorded in the minutes. Bylaw 19 requires the council to inform the owners of the minutes of all council meetings within 2 weeks of the meeting regardless of whether the minutes have been approved.

60. Mr. Stevens says the strata has failed to consistently prepare and distribute council meeting minutes since 2013. The strata prepared and distributed minutes from 5 council meetings between February 22, 2013 and August 3, 2019. Presumably the strata held more than 5 council meetings during this time. I find it is likely the strata

failed to consistently prepare and distribute minutes of council meetings between 2013 and 2019, in breach of section 35 of the SPA and the bylaws.

61. At its 2019 and 2020 AGMs, the strata provided owners with 2018/2019 and 2019/2020 Council Reports, respectively. Both 1-page documents list the dates of various council decisions during the relevant year. The strata says most decisions during the year are about requests for property improvements. It says that until recently, when it received such requests the council would "discuss" them by email, and each council member indicated in an email whether they were for or against the request. Once all council members had "voted" by email, the results and date of the decision were added to the annual Council Report.

62. Mr. Stevens says both Council Reports are incomplete minutes and relies on *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610. In that case the BC Supreme Court said that informal discussions about council matters are not council meetings, and any decisions made during such informal discussions are invalid unless and until a vote is taken and ratified by a properly constituted and minuted council meeting. *Kayne* is binding on me. I also note that bylaw 18 (1) requires that decisions at council meetings must be made by a majority of council members present in person at the meeting. Based on the strata's explanation of its decision-making process, and in light of *Kayne*, I find the 2018/2019 and 2019/2020 Council Reports are not proper minutes as required by section 35 of the SPA and bylaw 18.

63. The strata is bound by the requirements of section 35 of the SPA and its bylaws with respect to council meeting procedures, minute-taking, and distribution of minutes. The strata had undisputedly made errors in the past, but since 2020 it has started holding formal council meetings and preparing minutes. I find there is no utility in ordering the strata to abide by specific sections of the SPA and its bylaws since it is already required to do so. I decline to grant Mr. Stevens' requested order and I dismiss this claim.

CRT FEES and EXPENSES

64. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Mr. Stevens was partially successful, I order the strata to reimburse him $112.50, which is half of the amount of his CRT fees. Mr. Stevens did not claim any dispute-related expenses.

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

ORDERS

66. I order that:

    a. Within 90 days of the date of this decision, the strata must hold an SGM, or an AGM if the timing is appropriate. The SGM or AGM must include a ¾ vote of all owners on the approval of the work already completed on the parking project, and

    b. Within 30 days of the date of this decision, the strata must reimburse Mr. Stevens $112.50 for CRT fees.

67. Mr. Stevens is entitled to post-judgement interest under the *Court Order Interest Act*.

68. I dismiss the remainder of Mr. Stevens' claims.

69. 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.

Sarah Orr, Tribunal Member