



Civil Resolution Tribunal

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Civil Resolution Tribunal

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B E T W E E N :

CLARK ROBINSON

APPLICANT

A N D :

The Owners, Strata Plan NW 3308 and Residential Section of The
Owners, Strata Plan NW 3308

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey, Vice Chair

INTRODUCTION

1. This is a strata property dispute about disclosure of depreciation reports and repair of water leaks into an underground parkade.
2. The applicant, Clark Robinson, owns a residential strata lot in the respondent strata corporation, The Owners, Strata Plan NW 3308 (strata). Mr. Robinson's strata lot is also located in the respondent Residential Section of The Owners, Strata Plan NW 3308 (residential section). Mr. Clark represents himself, a strata council member represents the strata, and a residential section executive member represents the residential section.
3. Mr. Robinson submits that the respondents have failed to provide him with copies of depreciation reports as required under the *Strata Property Act* (SPA). He also says the respondents have failed to adequately address water leaks into the underground parkade. Mr. Robinson seeks orders that he be given an electronic copy of the most current depreciation report (updated from 2016), and that the exterior waterproof membrane above the underground parkade be replaced as recommend by an engineer.
4. The strata agrees with Mr. Robinson's claim that he is entitled to receive a copy of the depreciation report obtained by the residential section and says it is available "on the Property managers website". In its Dispute Response, the strata provided "no opinion" about Mr. Robinson's requested orders but submits his claim Civil Resolution Tribunal (CRT) fees is "against the residential section".
5. The residential section disagrees with Mr. Robinson's claims. It says Mr. Robinson is not entitled to draft copies of the depreciation report it obtained, but that a final copy of the report will be provided to owners who request it. The residential section says it was not provided with a copy of any detailed membrane repair work. I interpret this to mean the residential section is not clear on what membrane work Mr. Robinson is requesting be done. I infer the residential section asks that Mr. Robinson's claims be dismissed.

6. In its amended Dispute Response, the residential section says Mr. Robinson did not request a council hearing before commencing this dispute as required under the *Strata Property Act* (SPA), but does not seek a related remedy. Mr. Robinson disagrees. I address this issue as a preliminary matter below.
7. For the reasons that follow, I find the residential section must provide Mr. Robinson with an electronic copy of its most recent depreciation report. I also order the strata to take certain steps to provide its owners with appropriate information necessary to determine a method to replace the parkade membrane, and vote on the membrane replacement, as detailed below.

JURISDICTION AND PROCEDURE

8. These are the formal written reasons of the 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.
9. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, email, 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.
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. The applicable CRT rules are those that were in place at the time this dispute was commenced.

12. 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.
13. 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.

Preliminary Decision to Add Respondent

14. I was originally assigned this dispute in the fall of 2020. At that time the residential section was not a respondent. After reviewing the evidence and written submissions of Mr. Robinson and the strata, it appeared to me that the residential section had provided submissions in the name of the strata. Under authority of CRTA section 61, through staff, I requested the 2 parties provide further submissions on whether the residential section should be added as a respondent and whether the strata had properly been given an opportunity to provide a response.
15. The parties provided their further submissions by December 1, 2020 as requested, but their positions on the issues I raised were unclear. At my request, staff arranged for an oral hearing by telephone on December 22, 2020 so I could clarify the parties' positions on the 2 issues I raised. I issued a preliminary decision on December 23, 2020. The parties agreed the residential section should be added as a respondent, so I made that order under authority of CRTA section 61. I have amended the style of cause above to reflect my order.
16. As for the issue of whether the strata had been given a proper opportunity to respond to the dispute, I found it had not. The representative who provided submissions on behalf of the strata agreed they had been elected to the residential section executive only and had not been elected to the strata council. Mr. Robinson agreed with the section representative and I did not find the misrepresentation was intentional. I directed CRT staff to re-serve the amended Dispute Notice on both the strata and the residential section, which was done. I also directed the dispute be referred back to the case

management phase of the CRT proceedings under authority of CRTA section 45(a). The matter did not settle, and all parties were given an opportunity to provide submissions on the amended Dispute Notice, which they did. I understand no new evidence was provided.

Council Hearing

17. Under SPA section 189.1, an owner is not entitled to request dispute resolution services under the CRTA unless they first request a council hearing under SPA section 34.1, or the CRT waives the hearing requirement after a request. Mr. Robinson says he did request a hearing and reproduced a copy of an April 4, 2020 email he wrote to a property manager in his reply submissions. It is unclear if the property manager was retained by the strata or residential section, and the email does not expressly request a council hearing for the claims in this dispute.
18. However, I have considered the residential section's position stated above in conjunction with the CRT's mandate under CRTA section 2(2). The CRT's mandate is to provide dispute resolution services, for matters that are within its authority, in a manner that is "accessible, speedy, economical, informal and flexible".
19. I have found that the purpose of SPA section 189.1 is to attempt to have the parties resolve their dispute at a council hearing before a formal application is made to the CRT: *Ducharme v. The Owners, Strata Plan BCS 753*, 2019 BCCRT 219, at paragraph 76. In the circumstances of this dispute, I find it is unlikely the parties would agree to resolve the issues at a council (residential section executive) hearing and the CRT's services would be unreasonably delayed, contrary to its mandate.
20. Therefore, under authority of section 61(1) of the CRTA, I waive the requirement of a council hearing under section 189.1(2) of the SPA.

ISSUES

21. The issues in the dispute are:

- a. Is Mr. Robinson entitled to an electronic copy of the most recent depreciation report?
- b. Should the CRT order replacement of the waterproof membrane above the underground parkade, and if so, how should the work be completed and who should pay for it?

BACKGROUND

22. In a civil proceeding such as this, the applicant, Mr. Robinson, must prove his claims on a balance of probabilities. I have read all the submissions and evidence provided but refer only to information I find relevant to provide context for my decision.

23. The strata is a mixed-use strata corporation created in August 1990 under the *Condominium Act* (CA) and continues to exist under the *Strata Property Act* (SPA). There are 127 strata lots in strata, 122 residential strata lots in a high-rise tower and 5 non-residential strata lots in a separate 2-storey building. Both buildings are located above a single 2-level underground parkade. Two sections have been created by the strata's bylaws since at least September 1995. The sections are a residential section that includes all residential strata lots in the tower, and a commercial section that includes all commercial strata lots in the separate 2-storey building.

24. The strata plan shows the entire parkade is common property (CP) even though there are areas labelled as "commercial parking" or "tower parking". Individual parking stalls and drive lanes are not shown on the strata plan. Some areas located in or below the tower on the parking levels are shown as limited common property (LCP) for the residential strata lots and other rooms are shown as CP. Other areas are shown as LCP for the commercial strata lots.

25. The strata plan also shows all ground level areas outside the 2 buildings and the ramp to the parkade are CP. A patio next to the tower is labelled as LCP for the residential strata lots.
26. The strata filed a complete new set of bylaws with the Land Title Office (LTO) on November 6, 2001 that replaced all previously filed bylaws. I infer the Schedule of Standard Bylaws under the SPA do not apply. I find the November 2001 filed bylaws are the relevant bylaws in this dispute and that all subsequently filed bylaw amendments are not relevant. The November 2001 bylaws maintain the residential and commercial sections within the strata as noted above. I address the applicable bylaws below, as necessary.
27. Mr. Robinson and the strata were parties to a prior CRT dispute indexed as *Robinson v. The Owners, Strata Plan NW 3308*, 2017 BCCRT 238. In that decision issued February 28, 2019, a CRT member ordered the strata to complete certain repairs and maintenance to common property, and obtain an engineering report on parkade leaks within 30 days of the date of the decision. By July 17, 2019 the strata had not complied with the CRT order, so Mr. Robinson took steps to enforce the order by filing it with the British Columbia Supreme Court (BCSC) as permitted under CRTA section 57.
28. On August 16, 2019, the BCSC ordered that the strata comply with the February 2019 CRT order. However, it is obvious i3 Building Science and Consulting Inc. (i3) had already been retained to investigate the parkade leaks, given an i3 report on the leaks dated July 18, 2019 (i3 report) was provided in evidence.
29. Based on my preliminary decision and the evidence and submissions before me, I believe there is a general misunderstanding by the parties over the operation and authority of the residential section and strata. This is further complicated by the fact that in the submissions, the parties generally refer to the residential section executive as the strata council and misidentify the residential section's annual general meeting (AGM) minutes as the strata's AGM minutes. For example, the November 19, 2019 AGM minutes state the minutes are for the strata. However, they refer to a total of 122 owners when calculating a quorum and the attached budget sets out strata fees for 122 strata lots. As earlier noted, the strata consists of 127 strata lots, 122 of which are residential.

The parties appear to agree that the strata has not held AGMs or strata council meetings for several years, which may have been the cause of these misunderstandings. Regardless, I have reviewed the evidence provided and find it relates entirely to the residential section and not to the strata. This includes the 2016 depreciation report and i3 report discussed below.

30. Given my preliminary decision, that both the strata and residential section responded to Mr. Robinson's claims, and the apparent historic strata operation, I did not find it necessary to seek further submissions from the parties on this matter. I find there is no prejudice to either respondent if I proceed to hear this dispute based on the submissions and evidence before me. In particular, I do not find that because the residential section obtained an engineering report when the strata was ordered to do so is reason for me not hear this dispute. I find the engineering report addressed the issues ordered by the CRT and BCSC, and was available to the strata as evidence in this dispute. Likewise, the 2016 depreciation report and any updates were obtained by the residential section, relied on by Mr. Robinson, were also available to the strata.

EVIDENCE AND ANALYSIS

Is Mr. Robinson entitled to an electronic copy of the most recent depreciation report?

31. I find Mr. Robinson's claim is against the residential section only as there is no evidence strata has ever completed a depreciation report or that the strata owners approved one. Therefore, I make no order against the strata.
32. A copy of a depreciation report completed by Normac Appraisals Ltd. (Normac) for the residential section was provided in evidence. I find this is the 2016 depreciation report referenced by the parties. Although the report is dated February 26, 2016, it states the physical inspection of the property took place on April 7, 2015. There is no dispute that the residential section owners authorized the 2016 depreciation report to be updated at the residential section AGM held November 18, 2017.

33. The residential section acknowledges it received a draft copy of the updated report, but says the report is not finalized so Mr. Robinson is not entitled to see it. The strata says Mr. Robinson is entitled to receive a copy of the depreciation report, and says a version of it is already available on the “property manager’s website”. It is unclear what website the strata refers to and which version of the depreciation report, if any, is available online. I did not seek further submissions from the parties on this point, as I find it is not necessary given my conclusion.
34. The issue here is partly due to the delay in the residential section obtaining an updated depreciation report, but primarily about whether a draft copy of the updated depreciation report received by the residential section must be disclosed to Mr. Robinson. I will not address the delay because it is clear the update is underway.
35. SPA sections 35 and 36 relate to document disclosure and refer to the *Strata Property Regulation* (regulations). Put broadly, section 35 of the SPA and section 4.1 of the regulations set out what documents and records the strata must prepare and retain, and the length of time the strata must retain them. Section 36 of the SPA and section 4.2 of the regulations address what documents can be requested, who can request them, and how much a strata corporation may charge to provide copies.
36. Section 35(2)(n.1) of the SPA expressly requires the strata to retain “any depreciation reports obtained by the strata corporation under section 94” (my emphasis). Section 4.1(2) of the regulations requires the strata to “permanently retain” depreciation reports. Section 36 of the SPA requires the strata to make the depreciation reports available for inspection, or provide copies of them, within 2 weeks of any written request. Section 4.2 of the regulations says the strata corporation can charge a maximum of \$0.25 per page for copies.
37. Section 190 of the SPA says that the provisions of the SPA apply to a strata corporation with sections. That means that a depreciation report obtained by a section must be disclosed to an owner of a strata lot within the section under SPA sections 35 and 36 and the regulations. I find the words “any depreciation reports” used in section 35(2)(n.1) includes both draft and final copies of a depreciation report.

38. Further, under SPA section 35(2)(k), correspondence written or received by the strata and strata council (or residential section) over the past 2 years must also be disclosed. I find correspondence includes any attachments, such as a draft depreciation report.
39. For these reasons, I find Mr. Robinson is entitled to receive a copy of the most recent report as he requested, even if it is a draft.
40. Given it is the updated depreciation report requested by the residential section that is the subject of this dispute, I find the residential section must provide a copy of its most recent report, whether in a draft or final form, to Mr. Robinson within 2 weeks of the date of this decision as required under SPA section 36. I find it appropriate and reasonable to order the residential section to provide Mr. Robinson with an electronic copy of the report. Given my decision below about membrane replacement, I also order the residential section provide an electronic copy of its most recent depreciation report to the strata, if permitted by the report authors.
41. I note Mr. Robinson only sought a copy of the “most recent depreciation report” in the Dispute Notice, yet in submissions, he sought “all copies, both draft and final”, of the updated depreciation report. I decline to order the residential section provide all copies of the updated depreciation report because Mr. Robinson did not amend the Dispute Notice to include this. However, I further note that Mr. Robinson is free to request copies of other versions of the depreciation report under sections 35 and 36 should he choose to do so. Similarly, Mr. Robinson’s request that unredacted copies of the depreciation report be given to all owners was not contained in the Dispute Notice, nor was the Dispute Notice amended. Therefore, I decline to make the requested order, but note any owner may obtain a copy of the depreciation report by making a request under SPA section 36.

Should the CRT order the waterproof membrane above the underground parkade replaced?

42. I will first address the 2016 depreciation report as it makes some relevant comments on the condition of the underground parkade. While the report was prepared for the residential section, I find the comments apply equally to the entire CP parkade.

43. Page 19 of the report addresses the parkade. It states the report is based only on a visual inspection of the property conducted in April 2015 as I have noted. It also notes the author's understanding that the "buried roof deck membrane" is original. I find the buried roof deck membrane is the waterproof membrane above the underground parkade. The report further states the condition of the membrane could not be determined due to the overburden and landscaping, so a visual inspection of the underside of the suspended slabs (presumably for both parking levels) was conducted. The inspection revealed "numerous signs of cracks and past repairs", some of which showed signs the reinforcing steel within the slab was rusting.
44. Among other things, the report recommended installation of a waterproof coating above the parkade to protect the reinforcing steel from oxidizing and detaching from the concrete every 30 years starting in 2025. This part of the report concluded by stating Normac had budgeted the roof deck waterproofing replacement in 2025.
45. While I appreciate the 2016 depreciation report was obtained for budgeting purposes, I find its stated observations are consistent those contained in the i3 report.
46. As noted, the i3 report was ordered by the CRT and BCSC. Based on the overall information before me and noting my earlier discussion about the strata's historic operation, I find the i3 report was obtained by the residential section even though it was addressed to the strata. That the report may have been requested by the residential section and not the strata (as ordered) does not change the purpose for which the report was obtained. That purpose was to provide a professional opinion on the condition of the waterproof membrane above the underground parkade. I find the report authors would have reached the same conclusion regardless of who requested the investigation.
47. The i3 report is dated July 18, 2019 and states a field review was completed on April 30, 2019. In addition to a visual inspection of the property, exploratory openings of the parking area roof membrane at 3 different locations were completed. I summarize i3's observations as follows:
 - a. A significant amount of cracks with evidence of water leaking and efflorescence to varying degrees were observed throughout the parkade on the underside of

the roof and on the walls of the garage. Some areas showed signs of more significant leaks than others.

- b. Many of the cracks had previous repair attempts with cementitious material that was delaminating that need to be corrected.
 - c. There was evidence of deteriorating concrete and reinforcing steel at many areas observed.
 - d. The membrane at all 3 exploratory openings was “clearly loose, deteriorated and easily peeled off from the concrete and the thickness of the membrane” did not appear to meet manufacturer requirements.
 - e. The protection material laid over the membrane was “deteriorated and insufficient”, especially at locations experiencing more significant water ingress observed below.
48. The i3 report concluded that the waterproof membrane over the parking area was over 30 years old and had reached the end of its serviceable life, which i3 noted was “20 to 25 years at best”. It stated water leaks through the exterior into the parkade needed to be stopped and, if left unattended, damage would occur to the concrete and reinforcing steel and affect the structural integrity of building.
49. The i3 report estimated the membrane replacement would cost \$490,000 plus engineering fees, but that the work could be completed in 4 phases. It also stated that crack repairs could be completed while planning for the membrane replacement and developing a budget. I find the report implies that some repair actions must be taken urgently.
50. Mr. Robinson provided a witness statement from the individual who now represents the strata. In the statement, the witness says that a “10-inch piece of concrete from the Parkade ceiling” fell on a parked car, damaging the windshield. This fact was not contested and supports the need of urgent repairs.
51. The i3 report is now 2 years old and there is no evidence the residential section or strata has taken any steps to address its recommendations. I find the i3 report meets the

requirements of an expert opinion under the CRT rules and note neither the residential section nor the strata directly addressed the content of report in their submissions. In particular, the respondents did not object to the report's recommendations or provide contrary evidence from another expert.

52. The strata made no submissions on the membrane repair.
53. The residential section says that no details of any planned repair had been submitted by Mr. Robinson, which I infer means the residential section is not able to decide on a specific repair. The residential section also submits that several of the residential owners would not be able to afford the cost of the membrane replacement. Further, the residential section asserted further successful crack repairs had been completed in the parking areas, but it did not provide any supporting evidence. Based on the overall evidence and submissions of the residential section, I find it is not opposed to the repair but has concerns about what work needs to be done and whether owners will be able to afford the expense.
54. Given the contents of the 2-year old i3 report, and that no steps have been taken to address active water ingress to prevent eventual structural damage, I agree with Mr. Robinson that the membrane replacement work must be completed. However, as I discuss below, I decline to order the work completed Mr. Robinson requests. The 2016 depreciation report suggested the parkade waterproofing be replaced in 2025 and the updated depreciation report is not before me. However, based on the more recent i3 report, which indicates the urgent nature of the repairs, and the undisputed evidence that concrete has fallen from the parkade roof ceiling, I find the parkade membrane should be replaced sooner and order the strata to take the steps I describe below.
55. Given my decision below about membrane replacement, I order the residential section provide an electronic copy of the i3 report to the strata, if permitted by the report authors.

How should the work be approved and who should pay for it?

56. Mr. Robinson provided some evidence and several submissions on why the work should be ordered and why the residential section is unwilling to proceed with the repairs. He says the residential section's past actions about repair and maintenance, and its refusal

to provide him with a copy of the updated depreciation report supports his position. As noted, neither respondent expressly objects to the membrane being replaced. As I discuss below, I find the strata must undertake the necessary membrane repairs and not the residential section. Therefore, I will not summarize the residential section's response, as I make no order against the residential section for the membrane replacement.

57. I have noted the entire parkade and the ground level areas surrounding the tower and commercial buildings is CP or LCP, which is a form of CP. SPA section 72 requires the strata to repair and maintain CP, which is reiterated in bylaw 9(1)(b). Bylaw 9(1)(d) requires the strata to repair and maintain LCP if the repair and maintenance ordinarily occurs less than once per year, which is clearly the case here. It follows that the strata, and not the residential section, must replace the waterproof membrane above the parkade. This means that all strata owners will be responsible to pay the cost to replace the membrane, including owners of the non-residential strata lots.
58. I say this despite the strata's un-numbered bylaw about duties of a section that is located in the November 2001 bylaws immediately prior to bylaw 1. The un-numbered bylaw states that the cost of maintaining the parkade shall be shared between the sections based on the number of parking stalls allocated to each section. Under SPA section 99, strata expenses must be calculated based on unit entitlement unless a unanimous resolution under section 100 to change the method of calculation is properly passed, which is not the case here. Therefore, I find the un-numbered bylaw about calculating common parkade expenses is unenforceable under SPA section 121(1), given it contravenes the SPA.
59. I turn now to the procedure the strata must follow to approve the membrane replacement work.
60. In the Dispute Notice, Mr. Robinson requested an order "to have the membrane properly repaired according to [the i3 report recommendation] page-15 item "D". Despite the residential section's submission, I find this part of the i3 report clearly recommends a full membrane replacement, including an option to have the work done in phases.

61. Although Mr. Robinson did not expressly request a special levy be ordered for the membrane repair, I decline to make such an order as I find it would be premature. There are no quotations for repair cost or engineering fees before me, and the owners have not had the opportunity to consider any options available for the required membrane repair. I find replacement of the waterproof membrane above the parkade is a major project as pointed out in the i3 report. In this case, the areas above the parkade that must be cleared in order for the work to be completed includes a large landscaped area, concrete drive areas, and an asphalt parking area. I find the strata will need the assistance of an engineer to determine the scope of work, its schedule, the overall cost, whether to complete the work in phases, and if so, what phasing is appropriate. The strata must also consider whether crack repairs should be completed. This must be done before the strata puts any resolutions before the owners and should include options determined by the strata with the advice of the chosen engineer.
62. Therefore, I order the strata, by June 25, 2021, to obtain 3 proposals from engineering firms familiar with parkade membrane replacement, which may include i3. The selected engineering firms must be given the i3 report and the most recent version of the depreciation report ordered above before providing a proposal, if permitted by the report authors. The strata must also provide the engineering firms with a copy of these reasons and instruct the engineering firms to consider phasing options.
63. By September 10, 2021, I order the strata choose 1 proposal and provide a copy of it to all owners. By October 1, 2021, I order the strata to hold an information meeting for all owners, with a representative from the chosen engineering firm in attendance, to discuss with the owners the proposal and recommended options for the repairs.
64. I order the strata to conduct a general meeting by November 12, 2021 to consider and vote on resolutions for the membrane replacement.
65. In submissions, Mr. Robinson also suggests he should chair the general meeting to “discuss financing”.
66. I decline to order Mr. Robinson chair the general meeting as the bylaws set out a procedure for electing a chair for a general meeting that should be followed.

67. I adopt the view taken by the BCSC that the democratic government of a strata corporation should not be overridden by the court except where absolutely necessary. (See *Foley v. The Owners, Strata Plan VR 357*, 2014 BCSC 1333 at paragraph 30 citing *Lum v. Strata Plan VR 519 (Owners of)*, 2001 BCSC 493).
68. If the procedure I have outlined above does not result in the strata approving parkade membrane repairs, any party can make a fresh application to the CRT to consider next steps, unless the strata makes an application to the BCSC under SPA section 173(2)(b) and (3). Jurisdiction under SPA section 173 rests solely with the BCSC. Briefly, that means if the strata proposes a $\frac{3}{4}$ vote resolution to raise a special levy for the membrane repair that achieves support of more than $\frac{1}{2}$ but less than $\frac{3}{4}$ of the votes cast in favour, the strata may, within 90 days of the vote, apply to the BCSC to approve the $\frac{3}{4}$ vote resolution.

CRT FEES AND EXPENSES

69. As noted, 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 to deviate from this general rule. Mr. Robinson was the successful party in this dispute and paid \$225 in CRT fees. I order the strata and residential section to each pay Mr. Robinson $\frac{1}{2}$ of that amount, or \$122.50.
70. No party claimed dispute-related fees, so I order none.
71. The strata and residential section must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Robinson.

ORDERS

72. Within 2 weeks of the date of this order, the respondent, Residential Section of The Owners, Strata Plan NW 3308 (residential section), must:

- a. provide the applicant, Clark Robinson, with an electronic copy of the most recent version of its depreciation report, and
 - b. if permitted by the depreciation report authors, provide the strata with an electronic copy of the depreciation report provided to Mr. Robinson, and
 - c. if permitted by i3, provide a copy of the i3 report to the strata.
73. By June 25, 2021, I order the strata request proposals for the parkade membrane replacement from 3 engineering firms familiar with such work, which may include i3. At the time a proposal is requested, the selected engineering firms must be given the i3 report and the most recent version of the depreciation report, if permitted by the report authors. The strata must also provide the engineering firms with a copy of these reasons and instruct the engineering firms to consider phasing options.
74. By September 10, 2021, I order the strata to choose 1 engineering proposal and provide a copy of it to all owners.
75. By October 1, 2021, I order the strata to hold an information meeting for all owners, with a representative from the chosen engineering firm in attendance, to discuss with the owners the engineer's proposal and recommended options for the repairs.
76. By November 12, 2021, I order the strata to conduct a general meeting to consider resolutions for the membrane replacement. More than 1 resolution may be proposed, including alternative approaches to the membrane repair approved by the engineer.
77. Within 2 weeks of the date of this decision, I order the strata and the residential section to each pay Mr. Robinson \$112.50 for CRT fees paid.
78. Mr. Robinson is entitled to post-judgement interest under the *Court Order Interest Act*, as applicable.
79. I dismiss any remaining claims against the respondents.

80. 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.

J. Garth Cambrey, Vice Chair