Civil Resolution Tribunal

Date Issued: June 9, 2021

File: ST-2020-007496 and ST-2020-007615

Type: Strata

Civil Resolution Tribunal

Indexed as: *Cole v. The Owners, Strata Plan NW 2243*, 2021 BCCRT 633

B E T W E E N :

DOUGLAS COLE

APPLICANT

A N D :

The Owners, Strata Plan NW 2243

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Trisha Apland

INTRODUCTION

1. The applicant, Douglas Cole, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan NW2243 (strata). Mr. Cole brought 2 separate disputes to the Civil Resolution Tribunal (CRT) on September 28, 2020 (ST-2020-007496) and

October 2, 2020 (ST-2020-007615). I have decided these disputes together because the parties are identical and the issues overlap.

2. In brief, Mr. Cole's claims involve the strata's approach and enforcement of its adult occupancy bylaw 39, the validity of its workshop use rule 24, responses to Mr. Cole's records requests, council members' social room use, policy on posting notices, and issues involving an August 31, 2020 Special General Meeting (SGM).

3. In ST-2020-007496, Mr. Cole seeks the following orders against the strata, which I paraphrase:

    a. to stop violating bylaw 39 and/or admit to violations under the BC *Human Rights Code*

    b. to remove and stop enforcing rule 24, stop separating the residents into 'on title' and 'not on title' groups, and stop discriminating against the residents "not on title" without a bona fide reason

    c. for its council to protect the residents' rights and security

4. In ST-2020-007615, Mr. Cole seeks the following orders against the strata, which I also paraphrase for clarity:

    a. to stop violating the *Strata Property Act* (SPA) by ignoring the bylaws that direct how an electronic meeting must occur

    b. to not pursue a restrictive "ballot" (or proxy) during the strata's Annual General Meeting (AGM) with another restrictive ballot and follow the registered bylaws

    c. to stop interfering with voting (or proxy forms used for voting at general meetings)

    d. to comply with SPA section 36 by delivering requested documents in the 2-week period and to stop redacting documents

    e. for council to stop using the social room for social events when other owners are restricted from doing the same

f. to “detail” the council’s policy about placing notices on the strata office window

5. The strata disputes Mr. Cole’s claims. In short, the strata says Mr. Cole’s claims are either moot, vexatious, previously decided or without merit. The strata asks that I dismiss Mr. Cole’s claims and award the strata its legal expenses.

6. Mr. Cole is self-represented. The strata is represented by a strata council member.

JURISDICTION AND PROCEDURE

7. These are the CRT’s formal written reasons. The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). The CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT’s process has ended.

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

9. 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.

10. 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 Issues

Res Judicata

11. In argument, Mr. Cole asserts that council acted significantly unfairly when enforcing its adult occupancy bylaw 39 against him in 2017 and asks for an order that the strata "rewrite the bylaw". This claim was not in the Dispute Notice.

12. The strata says the CRT should refuse to resolve Mr. Cole's new claim over the 2017 bylaw enforcement because it was already decided in *The Owners, Strata Plan NW 2243 v. Cole*, 2018 BCCRT 823 (*Cole* 2018). I agree.

13. *Res Judicata* is a legal principle that says an issue decided in a previous legal proceeding should not be brought again in a new proceeding. The CRT discussed the concept of *res judicata* in detail in *East Barriere Resort Limited et al v. The Owners, Strata Plan KAS1819*, 2017 BCCRT 22. Briefly, there are 2 types of *res judicata*: cause of action estoppel and issue estoppel. I find issue estoppel applies here. Its test has 3 parts:

    a. the same question has been decided,

    b. the judicial decision deciding the question is final, and

    c. the parties or their privies were the same in the judicial decision and the subsequent proceeding

    (*Tuokko v. Skulstad*, 2016 BCSC 2200 at paragraph 16)

14. The *Cole* 2018 decision involved the same parties and was a final decision over the same bylaw 39 enforcement action that Mr. Cole questions here. So, I find the 3-part test is met.

15. Under CRTA section 11(1) the CRT may refuse to resolve a claim that has been resolved through a legally binding process. As I find the question about the strata's 2017 bylaw enforcement was already resolved in *Cole* 2018, I refuse to resolve this

aspect of his claim. However, later in this decision I have considered Mr. Cole's claims about the strata's application and enforcement of bylaw 39 after 2017.

Council's Social Room Use

16. Mr. Cole claims the council president and other council members used a common property social room for a social function when it was closed due to COVID-19. Mr. Cole says the council should be "sanctioned for breaking their own pandemic rules not to use facilities closed due to a pandemic for social functions." As noted, he seeks an order for the council to stop using the social room for social events when other owners are restricted from doing the same.

17. The strata says the social room was not closed and denies that its council members breached its COVID-19 restrictions. It says Mr. Cole's claim is a vexation claim against the strata council president for an alleged breach of section 31 and it should be dismissed.

18. Section 31 says that in exercising the powers and performing the duties of the strata corporation, each council member must act honestly and in good faith with a view to the best interests of the strata corporation, and must exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

19. Absent a significant unfairness claim, I find an owner has no right to bring a claim against a strata corporation for duties owed by its council members under SPA section 31: see *Wong v. AA Property Management Ltd,* 2013 BCSC 1551.

20. I find Mr. Cole's allegations are not about significant unfairness towards him or over a decision or action of the strata or council on behalf of the strata under CRTA section 121(1). Instead, I find Mr. Cole is making personal allegations against council members that they did not follow the social room restrictions. I find Mr. Cole's allegations over the social room use do not disclose a reasonable claim and I refuse to resolve this claim under CRTA section 11(1)(b).

Late Evidence

21. Both parties submitted evidence after the CRT's deadlines. I find the CRT provided the parties with a reasonable opportunity to respond to all the submitted evidence and I find no prejudice in admitting any of it. Considering the CRT's mandate for flexibility, I have admitted all the parties' evidence.

ISSUES

22. The remaining issues in this dispute are:

    a. Is the strata improperly applying and enforcing bylaw 39?

    b. Are Mr. Cole's claims about the August 2020 SGM moot?

    c. Is the strata's rule 24 discriminatory and invalid?

    d. Has the strata failed to comply with the SPA in response to Mr. Cole's records requests?

    e. Must the strata detail its policy about placing notices on the office window?

    f. What, if any, are the appropriate remedies?

    g. Is the strata entitled to reimbursement of legal fees?

EVIDENCE AND ANALYSIS

23. In this civil proceeding, Mr. Cole as the applicant must prove his claims on a balance of probabilities. This means he must prove that it is more likely than not that his position is the correct one.

24. I have considered and reviewed all of the parties' submissions and evidence, including the late evidence. However, I have only discussed what is relevant to the claims before me and as necessary to provide context for my decision.

Is the strata improperly applying and enforcing bylaw 39?

25. Mr. Cole makes 2 separate but interrelated claims about council's "approach" to or enforcement of bylaw 39. First, he claims the council's alleged inconsistent approach to bylaw 39 breaches the bylaw or violates the *Human Rights Code* (Code). Second, he claims council's approach to bylaw 39 endangers its community members.

26. The relevant bylaw 39 says:

> No owner, tenant, or occupant shall permit any persons under 45 years of age, other than [a] spouse of the owner including a marriage-like relationship to ordinarily reside in such strata lot. Any other arrangements must have the prior written consent of the Strata Council.

27. Mr. Cole provided examples where underage persons were residing temporarily in other owners' strata lots. Mr. Cole argues the council was not authorized to permit the underage persons to reside in the strata lots because they did not have a disability. Although Mr. Cole claims the strata is violating the Code this is not what he actually argues. He argues that the only circumstance in which the council could permit someone under 45 to reside in a strata lot is if they have a disability and require accommodation under the Code. None of the examples before me involved a request to accommodate a disability under the Code.

28. Mr. Cole relies on a prior non-binding CRT decision in *Ottens et al v. The Owners, Strata Plan LMS 2785 et al,* 2019 BCCRT 997 (*Ottens*). In *Ottens,* the strata's bylaw 3(2)(b) strictly prohibited owners from installing AC units on exterior parts of the strata building. The strata did not enforce the bylaw against owners who had installed AC units to accommodate their disabilities. The CRT member held that the strata had authority not to enforce its bylaws against residents with disabilities as an accommodation under the Code. However, the member held that the strata could not permanently approve the AC units because there was no discretion to allow exceptions in bylaw 3(2)(b).

29. Unlike bylaw 3(2)(b) in *Ottens*, I find the wording "any other arrangements" in bylaw 39 means the council had discretion to allow an exemption to the age restriction. So, I find the *Ottens* decision is not helpful. The council here was not choosing to not enforce its bylaws. Instead, I find there was no bylaw 39 breach because the council approved in writing for the underage persons to temporarily reside in the strata lots. I find bylaw 39 allowed such approval and the council did not need to engage the Code.

30. Mr. Cole also argues the strata inconsistently applied bylaw 39 and it council allowed underage persons to reside in other owners' strata lots without prior written approval. However, I find this is not proven on the evidence. Except in 1 case, the strata's correspondence shows council approved the owner's request prior to the underage person moving in. In the 1 case where the owner did not seek prior approval, the strata commenced bylaw enforcement action.

31. In particular, the correspondence shows the council responded to a complaint about an underage person residing in an owner's strata lot and sent the owner a warning letter in June 2020. In reply, the subject owner informed the council an underage person ("UP") had been staying with them longer than expected because of the COVID-19 pandemic. They asked for the council's permission to allow the person to stay longer. On July 9, 2020 the council granted approval for UP to stay until September 9, 2020, which it later extended.

32. Mr. Cole says without prior written consent the council should have refused the owner's request. I disagree. I find the council had broad discretion under bylaw 39 to grant permission for UP to temporarily reside in the strata lot going forward and grant the extension.

33. Next, Mr. Cole alleges the strata endangered the community by allowing UP to remain because he "could conceivably pose a risk to our residents". Mr. Cole relies on a complaint from another owner that her son noticed UP trying to enter the building by buzzing to be let in and then left after no one let him in. The complaint includes some speculation about UP's state of being at the time. I find the third-party complaint is not persuasive evidence that UP posed risk to the community. I find there is no direct

or compelling evidence of an identified risk to the community from any specific person residing temporarily in a strata lot.

34. For the above reasons, I find Mr. Cole has not established the strata took an inconsistent approach to bylaw 39, permitted owners to breach bylaw 39, or endangered the strata community. I dismiss Mr. Cole's claims on these issues.

Are Mr. Cole's claims about the August 2020 SGM moot?

35. As set out in the October 2, 2020 Dispute Notice, Mr. Cole claimed the strata improperly held an August 31, 2020 SGM by restricted proxy and violated the bylaws by not permitting electronic attendance. In a separate claim he alleged a council member improperly returned proxy forms to owners before the August SGM to make corrections. He seeks an order the council stop interfering with voting. I infer he means interfering with proxy forms. I have considered these claims together as I find they are all about the process at the August SGM.

36. Section 54 of the SPA sets out a person's right to vote at an AGM or SGM. SPA section 56 says a person who may vote under section 54 may vote in person or by proxy. A proxy is a person appointed to stand in the place of a person otherwise able to vote and participate in discussions at a general meeting. Under section 56, a person may appoint any proxy other than an employee of the strata or a person who provides management services to the strata.

37. In *Shen v. The Owners, Strata Plan EPS3177*, 2020 BCCRT 1157, the CRT member found a ¾ resolution vote was invalid where the strata did not allow all eligible voters and proxies to attend, and restricted the voters' ability to choose a proxy, among other irregularities. The CRT member ordered the strata not to act on the vote results.

38. There is no dispute that the strata held the August SGM entirely by limited restricted proxy with no option to attend the meeting in person or electronically. The strata also did not permit owners to freely choose their proxy holder. However, the strata says after it learned about the *Shen* decision, it addressed any potential issues that might arise out of its August SGM. In particular, its records show the strata held a new SGM

on March 24, 2021 to ratify the same resolutions that were on the August SGM agenda.

39. The March SGM notice package and minutes show the strata held the March SGM through a videoconferencing platform as I find was permitted by the strata's bylaw. I find this electronic forum was also permitted under the government's Ministerial Order 114, which is a provision of the *COVID-19 Related Measures Act* (CRMA). Together they permit the electronic attendance at strata property meetings so long as the method permits all participating persons to communicate during the meeting until 90 days after the state of emergency ends. The strata also allowed owners to vote by proxy without limiting the owner's choice of proxy holder. There is no evidence of any improper proxy handling at the March SGM. I find the March SGM conformed with the SPA and the strata's bylaws.

40. The strata argues that Mr. Cole's claims about the August SGM are now moot and I agree.

41. In *Binnersley v. BCSPCA,* 2016 BCCA 259, the BC Court of Appeal described the legal principle of mootness, as follows:

> ... if, subsequent to the initiation of the action or proceeding, events occur which affect the relationship of the parties so that no present live controversy exists which affects the rights of the parties, the case is said to be moot…

42. I find the live controversy over the August SGM disappeared when the strata held the March 2021 SGM and re-introduced, voted, and passed the same resolutions. Because of this, I find Mr. Cole's 3 claims arising from the August 2020 SGM are moot and I dismiss them.

43. Mr. Cole also asks for the CRT's advice about proxies to bring "clarity to the community". My role as a CRT member is as a neutral decision maker. I cannot provide legal or general strata governance advice. So, I decline to answer Mr. Cole's general questions about handling proxies.

Is the strata's rule 24 discriminatory and invalid?

44. There is a common property "workshop" within the strata complex. At the March 21, 2021 SGM the owners voted and passed rule 24 that restricted workshop use. The resolution passed with 57 in favour, 9 opposed and 1 abstention. I note the resolution was first put before the ownership for a vote at the August 2020 SGM. I find rule 24 was properly ratified after obtaining the required vote of the ownership at the March 2021 SGM.

45. The relevant parts of rule 24 state that only an owner on title is permitted to use the workshop. If someone uses the workshop who is not an owner, a fine and/or loss of access to the workshop will be imposed upon the strata lot which allowed the person to enter the workshop.

46. Mr. Cole argues that rule 24 is discriminatory because it prohibits residents not on title from using the workshop. He says the rule essentially "calls all residents not on title thieves". Mr. Cole says the rule serves "to divide our community with suspicion over residents not on title". He suggests, without supporting evidence, that the rule might negatively impact future strata lot sales. Mr. Cole seeks an order that the strata remove or stop enforcing rule 24, plus a related order that the council stop separating the residents into 'on title' and 'not on title' groups with respect to rule 24.

47. The strata says rule 24 does not contravene the Code and non-owners have no inherent right to use common property.

48. Under SPA section 125 the strata may make rules governing the use, safety and condition of common property and common assets. Here I find the strata was permitted to make a rule to govern the use of the common property workshop for the benefit of the owners. I find rule 24 meets this objective.

49. SPA sections 121(1) and 125(2) sets out the circumstances where a rule is not enforceable, including if it contravenes the SPA or other legislation. I find rule 24 does not explicitly or implicitly say any group of people are "thieves". I also find "residents not on title" does not fall under one of the protected grounds listed under section 8 of

the Code. I find Mr. Cole has not shown that rule 24 contravenes the Code or any other legislation. I find none of the circumstances in sections 121(1) or 125(2) are applicable to invalidate rule 24 and I dismiss all Mr. Cole's claims about it.

Has the strata failed to comply with the SPA in response to Mr. Cole's record requests?

50. SPA section 35 lists the records and documents that the strata is required to prepare and retain. SPA section 36 says that on receiving a request from an owner, the strata must provide access to the records set out in SPA section 35, either by making them available for inspection, or by providing copies of them within 2 weeks of the request (1 week for bylaws and rules).

51. Without specifying the requests, Mr. Cole claimed in the Dispute Notice that he was "constantly forced" to send repeated requests for records. As a separate claim, Mr. Cole alleged the council was improperly redacting the requested records. Mr. Cole seeks broad orders that in future, the strata comply with the SPA, deliver requested records on time, and cease redacting requested records.

52. In argument, Mr. Cole added that the strata required him to "drive an hour round trip" to retrieve documentation from the property manager. However, Mr. Cole did not request any specific remedy about it. So, I have not discussed it further.

53. To support his claim, Mr. Cole referenced 3 specific record request "incidents". A November 20, 2018 request for a petition, an August 19, 2020 request for a complaint letter about his blinds, and an August 19, 2020 request for "non redacted copies of documents that relate directly or indirectly to the last sentence of bylaw 39, including all of the council's decisions".

54. It is undisputed that there was no complaint letter about the blinds and so, I find there was no section 35 record to produce or breach of SPA section 36.

55. The parties' correspondence shows the strata provided Mr. Cole with copies of the petition and unredacted records about bylaw 39 after the required 2-week period. As Mr. Cole now has copies of the requested records in unredacted format, I find Mr.

Cole's claim about them is moot. Also, as the strata is otherwise required to comply with the SPA, I find making the requested broad orders would serve no practical purpose. I dismiss Mr. Cole's claims over the records.

Must the strata detail its policy about placing notices on the office window?

56. Prior to the August 31, 2020 SGM, Mr. Cole emailed the council president to ask them to post his "billet" or notice behind the strata office's glass (window) and asked for a copy of its policy about posting notices. The notice contained Mr. Cole's opinion and concerns about the August SGM. The council denied his request.

57. In the claim summary Mr. Cole states: "council is inconsistent in their policies and procedures which I believe are created on the fly". He seeks an order requiring the strata to "detail" its policy about placing notices on its office window. He says the council refused his request without reason. I find Mr. Cole's claim is not entirely clear on whether he is asking the strata to provide him with a copy of its policy or to create policy.

58. The strata says it cannot provide a policy because it has no written policy, procedure or rule about placing owners' notices on its office window. It says the council has discretion about how to manage and maintain the common property, including what notices it will and will not post on its office.

59. I accept the strata has no written policy about placing notices on its office window as there is no compelling evidence that it does. I find the SPA and bylaws do not require a written policy. I find the council has discretion on what they post on the office window, so long as they do not act significantly unfairly towards any owner or tenant.

60. Mr. Cole argues the council acted significantly unfairly because it allegedly only posts information on its office window that support the strata's position. Mr. Cole cites the BC Court of Appeal decision in *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126 (*Reid*) that interpreted a "significantly unfair" action as one that is burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith and/or unjust or inequitable. I find the *Reid* definition of significant unfairness applies here.

61. In *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, Madam Justice Garson of the Court of Appeal applied a "reasonable expectations" test when considering whether a discretionary action of council was significantly unfair. The test, in short, is to ask whether the objectively reasonable expectation of the petitioner was violated by an action that was significantly unfair. The petitioner's reasonable expectations is one factor in deciding whether significant unfairness occurred, together with other relevant factors including the nature of the decision and the effect of overturning it: see *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173 at paragraphs 88 and 89.

62. The CRT has jurisdiction to determine claims of significant unfairness under section 123(2) of the CRTA (formerly section 48.1(2)): *The Owners, Strata Plan LMS 1721 v. Watson,* 2018 BCSC 164.

63. I acknowledge Mr. Cole's evidence that the council posted some owners' letters on the office's window in 2018 but I find these posted letters are unrelated to his 2020 request. There is no evidence that the council posted other owners' notices or opinion about the August 2020 SGM. Like other owners, I find the council permitted Mr. Cole to post his notice on a general notice board prior to the SGM. This is undisputed. I also find Mr. Cole achieved his objective of informing owners about his concerns by directly sending his notice to them. In the circumstances, I find Mr. Cole had no reasonable expectation that the council would have or create written policy or post his own notice on the office window. I find Mr. Cole has not established the council acted in a way that was burdensome, inequitable, unjust or otherwise significantly unfair to him.

64. For the above reasons, I dismiss Mr. Cole's claim that the strata detail its policy on placing items behind its office's window.

CRT FEES AND EXPENSES

65. 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. As the unsuccessful party, I dismiss Mr. Cole's claim for CRT fees and expenses. The strata paid no CRT fees.

66. The strata claims reimbursement of $8,873.74 in legal fees and disbursements for defending Mr. Cole's claims. It argues the CRT should reimburse its legal fees because: a) the complexity and breadth of the claims required the strata to hire a lawyer; b) Mr. Cole was the unsuccessful party, failed to withdraw moot claims, and pursued vexatious claims, c) they are required to punish and deter Mr. Cole's alleged reprehensible, oppressive, or high-handed behaviour during litigation.

67. The strata relies in part on the CRT's non-binding decisions in *Parfitt et al. v. The Owners, Strata Plan VR 416 et al*., 2019 BCCRT 330 (*Parfitt*). In *Parfitt* a CRT Vice Chair held that the party's threatening conduct during the CRT process was an extraordinary circumstance that deserved rebuke and ordered the party to pay the other party half of its legal fees.

68. Mr. Cole says his conduct was not reprehensible, the issues were not complex, and the CRT is the "only possible place to address these issues". He says the CRT was formed for the purpose of inexpensive dispute resolution and awarding legal fees would amount to punishing an owner for disagreeing with the strata.

69. While the CRT's mandate includes informal and inexpensive dispute resolution, parties in strata disputes are permitted to be assisted by lawyers. Under CRT rule 9.4(3) the CRT may order one party to pay another party's legal fees in a strata property dispute but only in extraordinary circumstances. The question is whether such extraordinary circumstances apply here, and as discussed below, I find they do not.

70. CRT rule 9.5(4) says that in considering whether and to what degree legal fees should be ordered paid, the CRT may consider the complexity of the dispute, the degree of involvement by the representative, whether a party or its representative caused unnecessary delay or expense, and any other factors the CRT considered appropriate.

71. The strata was not formally represented by a lawyer during the CRT process but this is not determinative. Based on an April 7, 2021 letter from Cleveland Doan LLP (CD) and attached ledger, I find the strata retained a lawyer to assist the strata defend both CRT disputes. However, the CD leger is not itemized. The strata's evidence is insufficient to properly assess the lawyer's degree of involvement or CD's fees and disbursements.

72. On the one hand, I find several of Mr. Cole's claims were vague and this added some level of complexity to the disputes. On the other hand, I find the factual and legal issues underlying Mr. Cole's claims were not overly complex.

73. As discussed, Mr. Cole pursued an unnecessary claim in his arguments about the strata's 2017 bylaw enforcement. He also pursued moot claims through to the decision stage. However, several moot claims relate to the August 2020 SGM. The strata did not send the March SGM notice package until after the parties submitted evidence and after the CRT invited Mr. Cole to make submissions. The SGM was held about 2 weeks after Mr. Cole's CRT deadline to make his submissions. So, I am not satisfied Mr. Cole should have withdrawn, or known it was appropriate to withdraw, all his moot claims. Also, the strata says it became aware of potential issues arising from the August 2020 SGM in October 2020 but it did not hold the SGM until March 2021. I find the strata's submissions do not adequately explain its own delay.

74. I find Mr. Cole's allegations against the council member president were personal but did not rise to the level of a vexatious claim (see discussion of vexatious conduct in *Extra Gift Exchange Inc. v. The Owners, Strata Plan LMS3259*, 2014 BCCA 228).

75. I find Mr. Cole's conduct in this dispute is unlike that in *Parfitt.* I find no evidence that Mr. Cole's conduct was reprehensible, oppressive or high-handed during the CRT process. I find Mr. Cole's conduct did not meet this threshold simply because his claims were moot or lacked merit.

76. After weighting all the factors, I find extraordinary circumstances do not apply here and I dismiss the strata's claim for reimbursement of its legal fees.

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

ORDERS

78. I refuse to resolve Mr. Cole's claim over the council's social room use and the strata's bylaw enforcement in 2017.

79. I dismiss Mr. Cole remaining claims and the strata's claim for legal fees.

Trisha Apland, Tribunal Member