



Civil Resolution Tribunal

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File: ST-2020-004984

Type: Strata

Civil Resolution Tribunal

Indexed as: *Welsh v. The Owners, Strata Plan 962*, 2021 BCCRT 634

B E T W E E N :

LESLIE WELSH

APPLICANT

A N D :

The Owners, Strata Plan 962

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Chad McCarthy

INTRODUCTION

1. This dispute is about strata letters and documents. The applicant, Leslie Welsh, owns strata lot 34 in the respondent strata corporation, The Owners, Strata Plan 962 (strata). Mr. Welsh says the strata improperly sent him a letter that alleged he had

broken strata bylaws. Mr. Welsh seeks an order that the strata “withdraw” the letter and any related proceedings, an order that the letter and an earlier, unsent draft of it be sealed and then destroyed on the first permitted date, and a declaration that the contents of the letter and the draft are unproven, unfair, and show systemic failures in the Strata’s bylaw enforcement procedures.

2. Mr. Welsh also says the strata failed to provide many of the strata documents he requested over a period of 1.5 years, and overcharged him for copies of other strata documents. He claims an order that the strata provide all the records he requested from July 29, 2019 to December 31, 2020, an order that the strata not charge for records until a decision about maximum records charges is made, a refund of “any” per-page record fees paid to date, and an order that the strata keep all records listed in section 35 of the *Strata Property Act* (SPA) and *Strata Property Regulation* (SPR) 4.1.
3. The strata opposes Mr. Welsh’s requests. The strata says it has not pursued the bylaw violations alleged in the letter, so there is nothing to withdraw. The strata says it provided Mr. Welsh with copies of the requested, existing records he was entitled to under the SPA and applicable law. The strata says COVID-19 pandemic restrictions and technical restrictions prevented the strata from arranging a personal inspection of documents, and forced the strata to give Mr. Welsh copies instead. The strata says it charged allowable per-page fees for the copies.
4. Mr. Welsh is self-represented in this dispute. The strata council is represented by a strata council member. On the submitted evidence, including strata meeting minutes, I find that the strata authorized this strata council member to represent the strata.

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. The strata submitted some relevant evidence late. I find that Mr. Welsh was not prejudiced by the late evidence because he did not object to it and had an opportunity to comment on it. So, I allow the late evidence and I have considered it in my decision.
10. As noted, Mr. Welsh seeks a declaration that 2 letters' contents are unproven, unfair, and show systemic failures in the Strata's bylaw enforcement procedures. This is essentially a request for declaratory relief, which the CRT can only grant in the narrow circumstance where it is incidental to a claim the CRT has jurisdiction over. Mr. Welsh also claims orders for the letters to be somehow withdrawn or cancelled, but it is undisputed that the strata has not taken any enforcement steps about the bylaw violations alleged in the letters. So, I find it is not necessary to determine whether the behaviour or bylaw violations mentioned in the letters occurred or whether the strata's bylaw enforcement procedures were flawed. I find this means Mr. Welsh's requested declaration about the letters' contents is not incidental to the other claims that fall within the CRT's jurisdiction. I find the CRT does not have the authority to order the

requested declaratory relief about the letters. Under section 10 of the CRTA, I refuse to resolve Mr. Welsh's declaration claim, which is remedy 2 in the Dispute Notice.

Reply objection

11. The strata objected to Mr. Welsh's reply submissions, and asked to respond to them after the end of the submission period. The strata says that I should not consider any of Mr. Welsh's reply submissions for his substantive claims. It says Mr. Welsh expanded his previous arguments, made arguments that could have been reasonably anticipated in his initial submissions, and that aspects of his reply were not truthful and were impermissible commentary on the strata's response.
12. Having reviewed Mr. Welsh's replies, I find that they addressed the strata's responses, and did not raise entirely new lines of argument that the strata then had no opportunity to respond to. On balance, I find that the strata's objections are essentially disagreements with Mr. Welsh's arguments about issues already touched on by both parties. Further, I note that the CRT's mandate is to provide dispute resolution that is informal, speedy, economical, and flexible, as well as fair. In these circumstances, I find that this mandate would not be served by rejecting Mr. Welsh's replies, which I find did not significantly stray into new topics. Having said that, I have noted the strata's objections, which the CRT has sent to Mr. Welsh at the strata's request. However, I have not provided Mr. Welsh with an opportunity to comment on those objections, because I denied them and I find they raised no new dispute issues. Further, I find the CRT's mandate is not served by yet more submissions about issues previously raised by the parties.

ISSUES

13. The issues in this dispute are:
 - a. Must the strata withdraw its bylaw violation warning letter and stop related enforcement activities?
 - b. Must the strata provide additional requested documents to Mr. Welsh?

- c. Did the strata overcharge for document copies, and if so, what is the appropriate remedy?
- d. Is an order for the strata to maintain records in accordance with SPA section 35 and SPR 4.1 appropriate?

EVIDENCE AND ANALYSIS

14. In a civil proceeding like this one, Mr. Welsh must prove his claims on a balance of probabilities. I have read and weighed the parties' evidence and submissions, but I refer only to that which I find necessary to explain my decision.
15. The strata was formed in 1981 under the *Condominium Act*, and continues under the SPA. The strata repealed and replaced its bylaws in 2015, and filed bylaw amendments in 2016 that are not relevant to this dispute. Bylaw 4(1) says that an owner must not use a strata lot, common property, or common assets in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with another's right to use and enjoy the common property, common assets, or another strata lot, is illegal, or is contrary to the strata plan's intended use of the property. Bylaw 4(4) says that an owner must not do anything that contravenes any statute, ordinance, or bylaw of any government authority, or any rule of law or equity.
16. The strata and 3 current or former members of the strata council are respondents in a British Columbia Supreme Court (BCSC) action, File No. 194145, Victoria Registry (BCSC Petition). The petitioners in the BCSC Petition are 3 strata lot owners in the strata. Mr. Welsh is not a party to the BCSC Petition, which addresses, among other things, the personal liability of the individual BCSC Petition respondents and a contract between the strata and Victoria Regent Hotel Ltd. (VRH). VRH operates a rental pool of some strata lots that includes access to some strata common property. As explained below, many of Mr. Welsh's requests in this CRT dispute are for documents related to the BCSC Petition litigation.

Must the strata withdraw the bylaw violation warning letter?

17. It is undisputed that the strata instructed its lawyer, Cora Wilson of Wilson McCormack Law Group (WMLG) to send a June 8, 2020 bylaw warning letter to Mr. Welsh. The letter was marked “without prejudice”, which normally indicates that a letter is for negotiation purposes and should not be admitted as evidence in a dispute because settlement privilege applies (see *Sable Offshore Energy Inc. v. Ameron International Corp.*, 2013 SCC 37). However, I find that the letter was not sent to Mr. Welsh for settlement purposes. As discussed below, the letter alleged that Mr. Welsh’s behaviour might have violated the strata bylaws, and outlined possible enforcement actions the strata might take against Mr. Welsh if it later determined he had violated the bylaws. Further, the parties did not claim privilege over the letter, or object to its admission as evidence. I find the letter is not privileged, and I allow it as evidence.
18. The letter alleged that Mr. Welsh had engaged in conduct that constituted a nuisance, illegal act, or was contrary to law, including harassment, bullying, and other illegal acts. The alleged conduct was against agents hired by the strata, in particular the strata managers, Complete Residential Property Management Ltd. (Complete). The letter cited bylaws 4(1) and 4(4), and I find it implied that the alleged conduct might have been contrary to those bylaws.
19. The letter also noted that Complete took over from previous property managers in September 2019, and that Mr. Welsh had sent Complete 72 emails requesting documents and demanding hearings. The letter said that the volume of requests took up all of Complete’s allotted building management time and impeded the strata’s proper management. The letter asked that Mr. Welsh direct all further strata requests to WMLG rather than Complete.
20. The letter requested a written answer to the allegations within 21 days, and asked whether Mr. Welsh would like a hearing before the strata council about the matter. The letter said that after the 21-day notice period, the strata council would meet to determine whether the strata bylaws had been violated. If the council determined

there was a bylaw breach, the letter said that the council might take enforcement proceedings.

21. Mr. Welsh denies the allegations in the letter, including bullying behaviour or excessive requests. He also takes issue with a similar, earlier letter dated November 29, 2019 that Ms. Wilson drafted. The strata says, and I accept, that it decided not to send this draft letter to Mr. Welsh, although the draft remained among its records. I find the draft letter was not a communication from the strata to Mr. Welsh.
22. The evidence shows Mr. Welsh did not respond to the letter or request a strata council hearing, and instead applied for CRT dispute resolution 18 days later, on June 26, 2020. In an unpublished October 21, 2020 preliminary decision, a CRT Vice Chair waived the CRTA section 189.1 requirement for a strata council hearing, so I find Mr. Welsh's request for CRT resolution was valid.
23. Mr. Welsh says that the strata's letter shows it had already decided that he had violated strata bylaws, before properly investigating and before he had an opportunity to respond to the allegations. I disagree. I find the letter informed Mr. Welsh of alleged bylaw violations, gave him an opportunity to be heard, and did nothing else. I find that the strata pursued no other bylaw enforcement activities after sending the letter. So, I find that nothing turns on whether the bylaw violation allegations were true or not.
24. A strata council may investigate alleged bylaw contraventions as it sees fit, as long as it complies with principles of procedural fairness and does not act significantly unfairly (see *Chorney v. Strata Plan VIS 770*, 2016 BCSC 148). I find that a letter notifying a strata lot owner of an alleged bylaw violation, and allowing an opportunity to respond, is not itself a systemic failure of enforcement procedures as Mr. Welsh alleges. Overall, I find that sending the letter and deciding not to pursue any enforcement did not violate the SPA, bylaws, or principles of procedural fairness, and was not significantly unfair to Mr. Welsh.
25. Further, I find there is no requirement, under the SPA, bylaws, or otherwise, for the strata to withdraw, seal, destroy, or otherwise cancel communications such as the

letter. I also find that there is no reason to order the strata to “withdraw” any enforcement proceedings related to the allegations in the letter, because the strata has not pursued any enforcement. I dismiss Mr. Welsh’s claim for an order to withdraw the letter, draft letter, and any related proceedings, and for orders that the letters be sealed or destroyed.

Must the strata provide additional requested documents to Mr. Welsh?

26. SPA section 35 sets out certain types of records that the strata must prepare or retain copies of. SPR 4.1 sets out minimum time periods that various types of strata records and documents must be retained. SPA section 36 says that the strata must make the section 35 records and documents available to a strata lot owner on request. The strata lot owner may inspect the documents or receive copies of them. The strata must comply with a section 36 records request within 2 weeks, or within 1 week in the case of bylaws and rules.
27. The strata may charge a fee for copies of records or documents provided under section 36, and may refuse to supply copies until the fee is paid. The SPA and SPR do not distinguish between per-page fees for paper and electronic copies, and the strata bylaws do not address this issue. SPR 4.2 says the maximum fee the strata may charge for copies is 25 cents per page. Mr. Welsh says that the strata exceeded this maximum by adding sales tax to some of its fees. Nothing before me suggests that the strata may charge more than 25 cents per page by applying sales taxes, but given the outcome of my decision below, I find nothing turns on this. However, under SPR 4.2, no fee may be charged to an owner for the inspection of a record or document under section 36. I find this means that owners may inspect records or documents for free, but may be charged a fee of up to 25 cents per page for copies.
28. Mr. Welsh requested many documents from the strata from July 29, 2019 to December 31, 2020. On June 22, 2020, he sent the strata a 4-page summary dated June 19, 2020 of records requests he said had not yet been fulfilled. He also sent an 88-page table containing a log of his previous records request correspondence with

the strata. Mr. Welsh made further records requests on August 18, 2020, November 29, 2020, December 14, 2020, and December 31, 2020.

29. Mr. Welsh says that his document requests have not been completely fulfilled. However, he agrees that the strata has provided many of the requested records. I note that in response to the November 29, 2020 request alone, the strata's legal counsel provided electronic copies of more than 800 pages of documents. However, I find Mr. Welsh's submissions do not clearly identify exactly which documents he says are still missing among the large volume of requested documents. I find Mr. Welsh's submissions largely refer to his previous strata document requests and summaries in evidence, saying that they have not been completely fulfilled, but without completely specifying what the strata has provided and what it has not.
30. The strata says it has provided Mr. Welsh with all of the existing SPA section 35 documents in its possession, except in a few instances where it has withheld documents, often because they relate to the BCSC Petition. Having weighed the parties' submissions and submitted evidence, I find that where the strata says certain types of requested documents do not exist, Mr. Welsh has failed to show that they do exist and were withheld by the strata. I also find that the strata has likely provided Mr. Welsh with all of the existing section 35 documents in its possession or control, except where I find it specifically declined to do so. So, I decline to order the strata to provide any of the documents that it has already provided or that do not exist. Below, I consider whether the strata is required to provide Mr. Welsh the remaining requested documents that the strata admits it has withheld.

June 22, 2020 summary of unfulfilled requests

31. In his 4-page summary of unfulfilled records requests sent to the strata on June 22, 2020, Mr. Welsh noted that most of the requests had already been fulfilled, or were "probably unfillable" or moot, which I find means he abandoned those requests. I find the summary identified 4 allegedly unfulfilled requests: numbers 1 and 5 on July 29, 2019, and numbers 1 and 2 on November 8, 2019. These requests were all for alleged correspondence to or from the strata, which I find would be SPA section 35

records. I find that Mr. Welsh does not directly say whether the strata fulfilled those 4 requests after June 22, 2020, and does not identify any evidence proving that the requested correspondence exists and is within the strata's possession or control. I find Mr. Welsh has not met his burden of proving that those requested documents exist and must be produced under SPA section 36.

August 18, 2020 request

32. Mr. Welsh emailed the strata a 6-point list of requested documents on August 18, 2020, and asked that they be delivered electronically if feasible. The strata admits that it did not fulfill Mr. Welsh's August 18, 2020 request because this CRT records dispute had begun. I note that on January 20, 2021, Mr. Welsh amended his Dispute Notice to include later records requests, including the August 18, 2020 request.
33. I find that the strata received the August 18, 2020 request, so under SPA section 36 it was required to make existing section 35 documents available to Mr. Welsh. On balance, I find that the strata has not turned its mind to this request, and has not considered whether any of the requested documents exist or are section 35 documents. Subject to my other orders below, I order the strata to provide to Mr. Welsh electronic copies of any documents in the August 18, 2020 request in the strata's possession or control that exist and that are of a type listed in SPA section 35. I note that most of the requested documents are correspondence and written contracts between the strata and third parties, which are types of documents listed under section 35(2)(g) and 35(2)(k). Given Mr. Welsh's subsequent requests for document inspections rather than copies, described below, I order the strata not to charge a fee for these electronic copies.

November 29, 2020 request

34. As noted, the strata provided over 800 pages of documents in response to this request. Mr. Welsh requested electronic copies of the records, and for the first time the strata decided to charge Mr. Welsh a fee of \$0.25 per page. Mr. Welsh paid a total of \$202.75 in fees for the provided copies, which I find was within the maximum allowable fee set out in SPR 4.2.

35. In a December 14, 2020 letter, the strata's legal counsel declined to provide some of the documents requested, including correspondence between strata council members. As noted in *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610 at paragraphs 16 to 22, SPA section 35(2)(k) does not require the strata to provide that type of correspondence. The strata also correctly noted that it was not required to provide oral complaints for which there were no written records.
36. The strata also declined to provide strata council member notes, notes taken by the strata's lawyer, and a strata council meeting agenda. I find that none of these types of documents are listed in SPA section 35, so the strata was not required to provide them to Mr. Welsh. I make no orders with respect to the November 29, 2020 request.

December 14, 2020 request

37. In a December 14, 2020 email, Mr. Welsh requested 4 types of strata documents. On December 17, 2020, Mr. Welsh amended his request to ask for an inspection of the records, rather than copies of them. Through its legal counsel, the strata requested \$197.75 in copy fees in advance, which Mr. Welsh refused to pay. On January 22, 2021, the strata told Mr. Welsh it considered the request to be abandoned for non-payment of fees, which Mr. Welsh denied owing. I address copy fees below.
38. In a December 29, 2020 letter sent by its legal counsel, the strata agreed to provide the affidavits Mr. Welsh requested on December 14, 2020. In light of my findings below about copy fees and inspection requests, I order the strata to provide electronic copies of those affidavits to Mr. Welsh and not to charge a fee for them.
39. In the same letter, the strata declined to provide requested correspondence between the strata's legal counsel and another individual, TG, because it was not a strata record under SPA section 35. I find that section 35(2)(k) only includes correspondence sent or received by the strata and strata council, not correspondence sent or received by third parties on behalf of the strata. I find the evidence fails to show that the strata was copied on this correspondence. So, I find the strata is not required to provide this correspondence under section 36.

40. The remainder of the request was for documents the strata declined to provide because it said they related to active or intended litigation. These documents included the BCSC Petition petitioners' response to a settlement offer, any legal advice received by the strata council from its legal counsel about the settlement offer, and correspondence between the strata's legal counsel and the strata about putting the strata into administration, which I assume means appointing a strata administrator.
41. SPA section 35(2)(h) requires the strata to keep any legal opinions obtained by the strata corporation. Section 36 requires the strata to provide such documents to strata lot owners, but the strata says the requested legal opinion is protected by solicitor-client privilege.
42. Solicitor-client privilege covers communications between a lawyer and a client that are made in confidence to obtain legal advice. SPA section 169(1)(b) says that if a strata lot owner sues or is sued by a strata corporation, the owner does not have a right to information or documents relating to the suit, including legal opinions. However, as noted, Mr. Welsh is not a party to the BCSC Petition or any other identified strata litigation. Further, I find the evidence and submissions before me fail to prove Mr. Welsh is potentially a party to intended future strata litigation.
43. In *Azura Management (Kelowna) Corp. v. The Owners, Strata Plan KAS 2428*, 2009 BCSC 506, the BCSC considered whether a strata lot owner was entitled to legal opinions about proceedings where the owner was not named as a party. The court determined that SPA section 169(1)(b) did not extinguish common law solicitor-client privilege. The BCSC found that providing unrestricted access to legal opinions was inappropriate because they could simply be provided to the owners involved in the dispute. The court found that the proper approach was to allow the owner access to the opinions, but to restrict the owner from sharing them with others. I find the legal advice requested in this dispute involves a similar situation, and I am bound by the court's decision in *Azura*. Further, I find this same reasoning applies to the requested correspondence about appointing a strata administrator, which I find is likely legal advice.

44. The strata cited the CRT decision *0716712 BC Ltd. v. The Owners, Strata Plan LMS 3924*, 2019 BCCRT 388, which is not binding on me. In that decision, citing *Azura*, a tribunal member ordered requested copies of a legal opinion redacted to remove privileged information relating to a potential strata dispute that could involve the requesting owner. I find that situation is different from this dispute because, as noted, the evidence fails to prove an existing or potential strata dispute with Mr. Welsh about matters in the requested documents.
45. For the above reasons, I find that solicitor-client privilege does not protect the strata from having to disclose the requested information. I find that Mr. Welsh is entitled to these legal advice records under SPA sections 35(2)(h) and 36. I order the strata to provide Mr. Welsh with electronic copies of any legal advice about a BCSC Petition settlement offer from the strata's legal counsel to the strata, and any correspondence between the strata's legal counsel and the strata about putting the strata into administration, and not to charge a fee for the copies. Following *Azura*, I further order Mr. Welsh not to share or discuss with any other person or organization these legal advice records received from the strata or its agents.
46. Turning to the requested petitioners' response to the settlement offer in the BCSC Petition proceeding, I find the response is likely part of negotiations undertaken to settle an action. Any such settlement negotiations are protected by settlement privilege, whether or not a settlement is reached, as discussed in the Supreme Court of Canada's *Sable* decision noted above. According to paragraphs 11 to 20 of *Sable*, settlement negotiations are presumed to be protected by settlement privilege. That privilege may only be waived with the consent of all parties (see *Reum Holdings Ltd. v. 0893178 B.C. Ltd.*, 2015 BCSC 2022 at paragraph 56). *Sable* says that there are exceptions to settlement privilege, but to qualify for an exception a party must show that a competing public interest outweighs the overriding public interest in encouraging settlement.
47. I find that Mr. Welsh's expressed desires to provide the strata council with advice on the BCSC Petition litigation and to monitor its legal advice budget are likely minimally

prejudiced, if at all, by withholding the petitioners' response to the BCSC Petition settlement offer. Applying *Sable*, I find those desires are not sufficient public interests to outweigh the public interest in promoting settlements through settlement privilege. So, I find there is no exception to settlement privilege here.

48. Further, as noted, settlement privilege belongs to all the parties to such negotiations. Unlike solicitor-client privilege, the strata cannot waive settlement privilege by itself. The evidence does not show that all parties to the negotiations agreed to waive settlement privilege here. I find this makes the disclosure of settlement negotiations different than the disclosure of solicitor-client privileged legal advice, as it potentially prejudices other parties, as well as settlement negotiations generally. So, I decline to make any orders about the petitioners' response to the settlement offer.

December 31, 2020 request

49. On December 31, 2020, Mr. Welsh asked to inspect the strata's monthly financial reports for June 2019, November 2020, and December 2020. I find the evidence does not show that the strata failed to provide these documents, although as discussed below, Mr. Welsh objected to the \$58.28 fee charged for those document copies. I make no order about this request.

Did the strata overcharge for document copies, and if so, what is the appropriate remedy?

50. I find that before December 14, 2020, Mr. Welsh requested and paid for electronic copies of strata documents rather than document inspections. At that time, Mr. Welsh did not dispute any fee amounts for the requested copies. On balance, I find that he is not entitled to reimbursement of fees paid for copies he requested before December 14, 2020.
51. In the December 29, 2020 letter about Mr. Welsh's December 14, 2020 document request, the strata's legal counsel told Mr. Welsh that Complete did not have a safe and socially distanced area at its office that would allow an in-person records inspection under COVID-19 pandemic restrictions then in effect. So, the strata would

provide electronic copies of the requested records, and unlike previous requests, it required a \$0.25 per page fee to be paid in advance. As noted above, Mr. Welsh objected to paying a fee for documents requested on December 14, 2020 and December 31, 2020, although he paid the December 31, 2020 fee under protest.

52. As noted, SPA section 36 and SPR 4.2 say the strata must make SPA section 35 records and documents available for inspection, and no fee may be charged to an owner to inspect those records. Fees may only be charged for copies. Although COVID-19 pandemic restrictions might make it more difficult to facilitate section 36 document inspections, these SPA and SPR provisions are mandatory and there are no exceptions.
53. I find that Mr. Welsh requested inspections of strata records on December 14, 2020 and December 31, 2020. I find the strata refused to provide inspections as requested, and said that the only way to access the records was to pay a per-page fee for copies. I find this was contrary to SPA section 36 and SPR 4.2. I find that if Mr. Welsh requested a no-charge document inspection and the strata could only provide document copies, the strata should not have charged a copy fee in fulfilling the inspection request.
54. For these reasons and as noted above, the strata must not charge Mr. Welsh for the electronic copies of strata records I ordered it to provide. Further, I order the strata to reimburse Mr. Welsh the \$58.28 fee he paid for copies provided under his December 31, 2020 document inspection request. I note that the invoice for the \$58.28 charge shows that sales tax was applied on top of the \$0.25 per page fee, exceeding the maximum charge under SPR 4.2. However, given that I am ordering a refund, I find nothing turns on this.

Is an order for the strata to maintain records in accordance with SPA section 35 and SPR 4.1 appropriate?

55. Mr. Welsh requests an order that the strata maintain possession of records listed in SPA section 35 and SPR 4.1. I note that the strata is already required to do so under

the SPA and SPR, and it acknowledges those obligations. Mr. Welsh says the strata has refused to provide records because they are not in its possession or are with others, but I find he does not sufficiently identify specific missing records. I find the evidence before me fails to prove that the strata has not maintained particular records in accordance with the SPA and SPR. For these reasons, I find there is no need to order future compliance with the SPA and SPR, and I decline to make such an order. I note that it remains open to strata lot owners to seek orders requiring the strata to comply with the SPA and SPR in cases where it has allegedly failed to do so.

CRT FEES, EXPENSES, AND INTEREST

56. 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. I find Mr. Welsh was generally successful, and needed to bring his CRT claims to obtain the orders I made in this decision. So, I find the strata must reimburse Mr. Welsh the \$225 he paid in CRT fees. Mr. Welsh claimed no CRT-dispute related expenses, and the strata was generally unsuccessful, so I order no further reimbursements.

57. The *Court Order Interest Act* applies to the CRT. Mr. Welsh is entitled to pre-judgement interest on the \$58.28 copy fee from January 5, 2021, the date he paid the fee, until the date of this decision. This equals \$0.11.

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

ORDERS

59. Within 7 days of the date of this order, I order the strata to provide to Mr. Welsh electronic copies of the following records and documents, and not to charge a fee for them:

- a. Any existing documents in Mr. Welsh's August 18, 2020 records request that are in the strata's possession or control and that are of a type listed in SPA section 35,
 - b. The affidavits requested by Mr. Welsh on December 14, 2020, and
 - c. Any legal advice from the strata's legal counsel to the strata about a BCSC Petition settlement offer, and any correspondence between the strata's legal counsel and the strata about putting the strata into administration or appointing an administrator, as requested by Mr. Welsh on December 14, 2020.
60. I order Mr. Welsh not to share or discuss, with any other person or organization, any legal advice from the strata's legal counsel to the strata about the BCSC Petition settlement offer, or any correspondence between the strata's legal counsel and the strata about putting the strata into administration or appointing an administrator, that Mr. Welsh receives from the strata or its agents.
61. Within 30 days of the date of this order, I order the strata to pay Mr. Welsh a total of \$283.39, broken down as follows:
 - a. \$58.28 for reimbursement of record copying fees,
 - b. \$0.11 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$225 in CRT fees.
62. Mr. Welsh is entitled to post-judgment interest, as applicable.
63. I refuse to resolve Mr. Welsh's claim for a declaration that the contents of 2 letters are unproven, unfair, and show systemic failures in the strata's bylaw enforcement procedures, under CRTA section 10. I dismiss Mr. Welsh's remaining claims.

64. 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.

Chad McCarthy, Tribunal Member