



# Civil Resolution Tribunal

Date Issued: July 22, 2021

File: ST-2020-009583

Type: Strata

Civil Resolution Tribunal

Indexed as: *Skelly v. Fayad*, 2021 BCCRT 802

**B E T W E E N :**

JULIA SKELLY

**APPLICANT**

**A N D :**

NABIL GABRIEL FAYAD, and The Owners, Strata Plan 1318

**RESPONDENTS**

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## **REASONS FOR DECISION**

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Tribunal Member:

Sarah Orr

## **INTRODUCTION**

1. This is a dispute between 2 owners in a strata building with only 2 strata lots. The applicant, Julia Skelly, owns strata lot 1 (SL1) and the respondent, Nabil Gabriel Fayad, owns strata lot 2 (SL2).

2. The respondent strata corporation, The Owners, Strata Plan 1318 (strata), was not originally a party to this dispute. As explained further below, I have added the strata as a respondent under section 61 of the CRTA.
3. Ms. Skelly asks for orders that Mr. Fayad:
  - a. Immediately remove the 8-foot squash court wall and deck he built in his yard in July 2020,
  - b. Comply with the strata's bylaws,
  - c. Move his storage shed to the far side of his yard and complete the siding on the shed, and
  - d. Cease operating his business out of his strata lot.
4. Mr. Fayad says he built the squash court wall as a temporary structure to use during the Covid-19 pandemic, and he will remove it as soon as squash facilities reopen to the public. He says he plans to complete the siding on his shed and says his home-based business does not contravene any bylaws.
5. Ms. Skelly also claims \$2,000 in damages from Mr. Fayad for the loss of enjoyment of her strata lot and mental distress the squash court has allegedly caused her. That claim has been re-classified as a separate dispute under the CRT's small claims jurisdiction, SC-2021-005689. I have issued a separate decision for that dispute.
6. Both Ms. Skelly and Mr. Fayad are self-represented in this dispute.

## **JURISDICTION AND PROCEDURE**

7. 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.

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. Under section 10 of the CRTA, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. A dispute that involves some issues that are outside the CRT's jurisdiction may be amended to remove those issues.
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. 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**

### ***Strata as a Party***

12. As noted above, the strata was not originally a party to this dispute. Ms. Skelly consented to adding the strata as a party, but Mr. Fayad did not provide a clear answer when asked his position on the issue.
13. Section 61 of the CRTA permits the CRT to make any order or give any direction in relation to a CRT proceeding it thinks is necessary to achieve the objects of the CRT in accordance with its mandate. Ms. Skelly's claims are about bylaw contraventions, and only the strata can enforce its bylaws. In the circumstances, I find it is necessary and consistent with the CRT's mandate to add the strata as a party to this dispute. So, based on section 61 of the CRTA, I have added the strata as a respondent in this dispute on my own initiative. In doing so, I have followed the CRT's approach in

*Chipkin v. Lin et al*, 2019 BCCRT 419 as I find it applies here, even though that decision is not binding on me.

14. I have not requested separate submissions from the strata in this dispute. As discussed below, I find the Standard Bylaws under the SPA apply here. Under the bylaws, Ms. Skelly and Mr. Fayad are the only members of the strata council. Both Ms. Skelly and Mr. Fayad provided detailed evidence and submissions on the issues in this dispute. Since there is no consensus between them, I find there would be no practical benefit to having them provide further submissions in their roles as strata council members, and it would delay resolution of this dispute. Rather, I accept their submissions as submissions from separate strata council members.

### ***Other Preliminary Issues***

15. In her reply submissions Ms. Skelly requests an order that Mr. Fayad provide information about his business insurance policy. I find section 61 of the CRTA gives me the authority to make such an order, however for the following reasons, I decline to do so. Mr. Fayad did not have an opportunity to respond to this request, as Ms. Skelly did not raise it in her Dispute Notice or initial submissions. I find Ms. Skelly could have made this request earlier in the submissions process but did not do so. I also find the requested information is not relevant to the determinations I am required to make about Mr. Fayad's business. So, I decline Ms. Skelly's request.
16. In her submissions, Ms. Skelly raises many new claims that were not included in her Dispute Notice. She claims Mr. Fayad has made various unauthorized alterations to his strata lot and LCP yard. These include allegedly tearing down his carport and the attached stairs and upper deck to build a workshop for his furniture business, parking a large black storage trailer on his strata lot, and building a 6-foot fence and tall wooden gate. She says all of these structures contravene the bylaws. Ms. Skelly also says the back gate inside her carport was damaged in December 2020. Ms. Skelly also claims the squash court wall and the shed significantly changed the use or appearance or common property (CP) in breach of section 71 of the SPA. However, Ms. Skelly did not amend her Dispute Notice to add any of these claims, and Mr. Fayad was not given the opportunity to provide evidence about them. In the

circumstances, I find it would be procedurally unfair to decide these claims in this dispute, so I decline to do so.

## **ISSUES**

17. The issues in this dispute are:

- a. Did Mr. Fayad build his squash court wall and deck in breach of the bylaws, and if so, is he required to remove them?
- b. Did Mr. Fayad build his storage shed in breach of the bylaws, and if so, is he required to move it to the other side of his yard or complete its siding?
- c. Is Mr. Fayad operating a business from his strata lot in breach of the bylaws, and if so, must he cease doing business from his strata lot?

## **EVIDENCE AND ANALYSIS**

18. In a civil claim like this one, as the applicant, Ms. Skelly must prove her claims on a balance of probabilities. This means the CRT must find it is more likely than not that her position is correct. I have reviewed all the parties' evidence and submissions but refer only to what I find relevant to explain my decision.
19. The strata was created in 1984 under the *Condominium Act* and continues to exist under the *Strata Property Act* (SPA). No bylaws have been filed with the Land Title Office, so the Standard Bylaws under the SPA apply to this dispute. Like many duplexes and small stratas, the strata does not have a history of following the formal requirements of its bylaws or the statutory requirements of the SPA.
20. SL1 and SL2 are adjacent to each other, and both strata lots include their own carport on opposite sides of the building. Both strata lots have their own separate adjacent yards which are designated on the strata plan as limited common property (LCP) for their respective strata lot's exclusive use. The yards are separated by a 6-foot high fence that is a common asset.

***Did Mr. Fayad build his squash court wall and deck in breach of the bylaws, and if so, is he required to remove them?***

21. It is undisputed that on July 25, 2020, without notifying Ms. Skelly or seeking her advanced approval, Mr. Fayad built a 9-foot high and 8-foot wide squash court wall on top of a deck in his yard. The wall leans against the common asset fence. On July 26, 2020 Ms. Skelly notified Mr. Fayad about her objection to the new structure because she said it cut off sunlight to her yard and flower bed. She says she gave Mr. Fayad 2 weeks to “make things right.” It is undisputed that on July 27, 2020 Mr. Fayad reduced the height of the squash court wall by 1 foot so that it was 8 feet high. It is also undisputed that by August 8, 2020 he had added netting to the wall which was attached to red tags that Ms. Skelly could see from her yard. Ms. Skelly says Mr. Fayad ignored any further communication from her about the squash structure.
22. Ms. Skelly says Mr. Fayad built the squash court and deck in breach of the bylaws. Though she did not specify in her Dispute Notice which bylaws she claims Mr. Fayad breached, in her submissions she says he breached bylaws 3(1), 3(2), 5(1)(d), (e), and (f), 6(1), and 7(a). Ms. Skelly requests an order for Mr. Fayad to immediately remove the squash court structure and deck.
23. In his Dispute Response, Mr. Fayad said he could not respond to Ms. Skelly’s claim because she failed to identify in her Dispute Notice which bylaws he allegedly breached. However, Mr. Fayad also acknowledged in his Dispute Response that Ms. Skelly took issue with the existence and height of the squash court wall and acknowledged she said it was blocking the sunlight into her yard. Based on the content of both Ms. Skelly’s Dispute Notice and Mr. Fayad’s Dispute Response, I am satisfied that Mr. Fayad had sufficient notice of the claim against him despite Ms. Skelly not specifying in her Dispute Notice which bylaws he allegedly breached by building the squash structure.
24. Mr. Fayad says that after removing 1 foot off the top of the squash court wall, at 8 feet high and 8 feet wide, it is only 2 feet higher than the common asset fence. He says this 2-foot by 8-foot structure above the fence could not possibly block sunlight into Ms. Skelly’s yard. He also says the structure benefits Ms. Skelly by providing her

with additional privacy. He says he told Ms. Skelly that it is a temporary structure for use during the COVID-19 pandemic to maintain his squash skills and physical health while squash facilities were closed due to pandemic-related public health restrictions. He says he will remove the structure at his expense when squash facilities reopen to the public.

25. Ms. Skelly denies that Mr. Fayad ever told her the squash court was temporary. She says it is connected to the common asset fence by multiple wooden blocks, and she submitted photos confirming this assertion.
26. Bylaw 6(1) requires an owner to obtain written approval from the strata before making an alteration to CP, including LCP, or common assets. Since the strata in this dispute has only 2 owners, bylaw 6 effectively requires Mr. Fayad to obtain Ms. Skelly's written approval before making any such alteration. The courts have found that alterations referred to in bylaw 6 are those that change the structure of the CP, and do not include immaterial changes (see *The Owners of Strata Plan NWS 254 v. Hall*, 2016 BCSC 2363, and *Allwest International Equipment Sales Co. Ltd. v. The Owners, Strata Plan LMS 4591*, 2018 BCCA 187).
27. On the evidence before me I find the squash court wall constitutes an unauthorized alteration to LCP under bylaw 6, but the underlying deck does not. It is undisputed that the squash court wall is in Mr. Fayad's LCP yard. While Mr. Fayad argues the wall is temporary, there is no evidence he informed Ms. Skelly of this, and at the time he built it, it was unknown when the COVID-19 pandemic would end. The photos show the wall is connected to the common fence by wooden blocks, and Mr. Fayad does not dispute this. It is unclear from the photos how the blocks are attached to the fence, but I find this connection effectively raises the structure of the common fence by 2 feet across an 8-foot area, which is visible from Ms. Skelly's yard. I find there is insufficient evidence about the deck underneath the squash court wall to find that it is an unauthorized alteration. It is unclear when Mr. Fayad built the deck, or if or how it is attached to the common fence or any building or other structure in the yard.

28. Having found the squash court wall is an alteration to LCP, I find Mr. Fayad breached bylaw 6(1) by failing to obtain written permission from Ms. Skelly before building it. Within 60 days of the date of this decision, I order Mr. Fayad to remove the squash court wall from his yard if he has not done so already. Having found there is insufficient evidence to determine whether the deck is an unauthorized alteration, I make no order about it.
29. Given my findings and order above, I find it is unnecessary to determine whether Mr. Fayad built the squash court wall in breach of any other bylaws.
30. Ms. Skelly also seeks an order requiring Mr. Fayad to comply with the strata's bylaws. However, since Mr. Fayad is already required to comply with the bylaws under the SPA, I find it would serve no purpose to make such an order and I decline to do so.

***Did Mr. Fayad build his storage shed in breach of the bylaws, and if so, is he required to move it to the other side of his yard or complete its siding?***

31. Ms. Skelly says that approximately 2.5 years ago Mr. Fayad tore down a small shed in his yard and replaced it with an 8-foot by 16-foot shed with a metal roof and plywood siding that is 16 inches away from the common fence. She says the shed is unsightly with a black and white vapour barrier facing her property and "messy old green tarps" acting as a door to the shed. She says Mr. Fayad promised he would finish the shed with siding but has failed to do so. She says the shed contravenes bylaws 3(1), 5(1), and 6(1). She says that although she would allow the shed to remain in its current location if it had proper siding, she would prefer that it also be moved to the other side of Mr. Fayad's yard out of sight from her yard. She asks the CRT to order Mr. Fayad to both complete the siding on the shed and move it to the far side of his yard.
32. Mr. Fayad agrees with Ms. Skelly's description of the shed. He says he intends to complete the shed by installing appropriate and attractive siding but did not provide a timeline for doing so. He says he agrees with the requested orders, though from his submissions I infer he agrees only to complete the siding, and not to move the shed.
33. Neither of the parties raised a limitation issue, but since Ms. Skelly says Mr. Fayad built the fence more than 2 years ago, I asked the parties for submissions about



whether Ms. Skelly's shed claim is out of time. Both parties provided submissions on the issue. While the parties disagree on the exact dates that Mr. Fayad rebuilt the shed, by Ms. Skelly's own admission, the shed was built, if not completed, by August 12, 2018. Ms. Skelly submitted her dispute application on December 13, 2020, which was more than 2 years after she discovered that Mr. Fayad rebuilt the shed. However, Ms. Skelly says the limitation period has not expired because she did not learn until the spring of 2020 that the shed's appearance would remain as it was. She also says Mr. Fayad's failure to complete the shed is a continuing breach.

34. To the extent that Ms. Skelly takes issue with the location of the shed, I find she knew of the shed's location more than 2 years before she applied to the CRT, so I find that aspect of her claim is out of time.
35. To the extent that Ms. Skelly takes issue with the appearance of the shed, Mr. Fayad agrees to complete the siding and replace the tarp with a door. He says he has now trimmed and painted the shed in a soft grey colour that matches the house. He says there is temporarily a white tarp covering the doorway until the door that he ordered arrives. Ms. Skelly says Mr. Fayad left an exposed area of plywood unpainted.
36. Based on Mr. Fayad's agreement with Ms. Skelly's requested order, within 60 days of the date of this decision, if he has not already done so, I order Mr. Fayad to complete the siding on the shed and remove any tarp covering the doorway of the shed. I dismiss the remainder of Ms. Skelly's claim.

***Is Mr. Fayad operating a business out of his strata lot in breach of the bylaws, and if so, what is an appropriate remedy?***

37. It is undisputed that Mr. Fayad operates a furniture business out of his strata lot, which Ms. Skelly says contravenes the bylaws. I note there is no bylaw that expressly prohibits operating a business from a strata lot. Ms. Skelly does not specify in her Dispute Notice which bylaws she claims Mr. Fayad's business breached, but in her Dispute Notice she said the business causes noise disturbances and that the strata property was "not built to withstand an industrial setting." In her submissions, Ms. Skelly says Mr. Fayad's business contravenes bylaws 3(1)(a)(b)(c)(d)(e), 5(1), and

6(1). She wants the CRT to order Mr. Fayad to cease operating his business out of his strata lot.

38. In his Dispute Response, Mr. Fayad said he could not respond to Ms. Skelly's claim because she failed to identify in her Dispute Notice which bylaw he breached. However, in his Dispute Response Mr. Fayad also acknowledged that Ms. Skelly took issue with the noise and legality of his business and says his business does not change the nature of the strata from residential to commercial. Based on the content of Ms. Skelly's Dispute Notice and Mr. Fayad's Dispute Response, I am satisfied that Mr. Fayad had sufficient notice of the claim against him despite Ms. Skelly not specifying in her Dispute Notice which bylaws he allegedly breached by operating his business.

***Bylaws 3(1)(a), (b), and (c)***

39. Bylaws 3(1)(a), (b), and (c), prohibit an owner from using their strata lot, CP or common assets in a way that (a) causes a nuisance or hazard to another person, (b) causes unreasonable noise, or (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot.

40. Ms. Skelly says the duplex is not soundproof and at all hours of the day she hears construction noises, the "annoying buzz" of an industrial sewing machine, saws, hammering, the "continuous sound" of a compressor staple gun, and loud music, which she says Mr. Fayad plays while he works. However, aside from these allegations, the only documentary evidence she submitted to support these claims is an undated audio clip in which some light knocking or hammering can be heard in the background. It is unclear from where this audio clip was taken or from where the hammering noise originated. Without more, I find Ms. Skelly has not substantiated any of her allegations about unreasonable noise created by Mr. Fayad's business.

41. Ms. Skelly also says delivery trucks and customers come and go and often park at the entrance to her strata lot. It is unclear if she means that the entrance to her strata lot has been blocked. She submitted a photo showing 2 cars parked next to each

other, one of them on an angle, but it is unclear if they are parking on or next to either SL1 or SL2. Without more, I find Ms. Skelly has not established that parking related to Mr. Fayad's business has caused a nuisance or interfered with her enjoyment of her strata lot.

42. Ms. Skelly submitted a picture of a black trailer parked on Mr. Fayad's strata lot which she describes as a "business nuisance" however I find there is no evidence Mr. Fayad uses this trailer as part of his business. She says Mr. Fayad's workshop is "shoddy" in appearance, but it is unclear from the photos she provided which parts of Mr. Fayad's strata lot she says constitute his workshop. Ms. Skelly also says Mr. Fayad's business endangers her home, her life, and the possibility of ever finding tenants or selling her strata lot. However, I find she has provided insufficient evidence to establish that Mr. Fayad's business poses any threat to her health or safety. She did submit letters from her doctor and chiropractor noting that she was being treated and managed for stress-related symptoms, but neither of these letters refer to the source of the stress or mention anything about Mr. Fayad or his business. I also find Ms. Skelly has also failed to provide any evidence of failed attempts to rent or sell her strata lot. On balance, I find Ms. Skelly has not established that Mr. Fayad's business contravenes bylaws 3(1)(a), (b), or (c).

### ***Bylaw 3(1)(d)***

43. Bylaw 3(1)(d) prohibits an owner from using their strata lot in a way that is illegal. Ms. Skelly says Mr. Fayad's business is illegal because he has no business licence from the Municipality of North Cowichan as required by its Business Licence Bylaw. She submitted the results of a search for business licenses associated with their street. I find the results do not show Mr. Fayad, or his alleged business name, "Alexandria", as having a business licence. Mr. Fayad says his business is not illegal, and that it complies with all applicable municipal bylaws, but he does not indicate whether he holds a valid business licence. However, the Business Licence Bylaw sets out certain exceptions to the general requirement for holding a valid licence to carry on a business in the municipality. I find Ms. Skelly has submitted insufficient evidence about the nature of Mr. Fayad's business for me to determine whether he is required

to hold a business licence under this bylaw. It is also possible he holds a business licence under a different address or name. So, I find the fact that Mr. Fayad's business may not have a business license does not necessarily make it illegal.

44. Ms. Skelly also says Mr. Fayad's business is illegal because it is not covered by the parties' joint strata insurance policy. She submitted the strata insurance policy which states, "Buildings we insure must be used for residence purposes...We do not insure structures or buildings used in whole or in part for...business except where it is incidental or if indicated on the Declaration Page." The Declaration page does not include anything about Mr. Fayad's business. However, there is no question that Mr. Fayad resides in his strata lot. I find Ms. Skelly has provided insufficient evidence about Mr. Fayad's business to determine whether it is more than "incidental" to his residential use of his strata lot. On the evidence before me, I find Ms. Skelly has not established that Mr. Fayad's business is illegal for breaching the strata insurance policy.
45. Ms. Skelly says the Municipality of North Cowichan's bylaw 31 for home-based businesses (MNC bylaw 31) does not apply to a strata property, but she also claims Mr. Fayad's business breaches this bylaw. I find the bylaw applies to Mr. Fayad's business even though it is operated out of a strata lot. However, I find Ms. Skelly has not established that Mr. Fayad's business contravenes any part of this bylaw.
46. Ms. Skelly submitted a February 23, 2021 email statement from JM, who said Mr. Fayad operates a furniture design business from his home, and that Mr. Fayad hired JM to work for him for a short time approximately 2 years prior. However, I find MNC bylaw 31(1) allows a home-based business to have one non-resident employee, so I find hiring JM was not a breach of the bylaw.
47. Ms. Skelly refers to MNC bylaw 31(4)(b) which prohibits a home-based business from selling goods that are not related or ancillary to the business, but I find she has not provided any evidence that Mr. Fayad breached this bylaw.
48. Ms. Skelly refers to MNC bylaw 31(4)(c) which prohibits a home-based business from displaying more than one exterior sign which must not be illuminated and must be

within certain dimensions. Ms. Skelly says Mr. Fayad does not have a worded sign but he has a “large colourful fabric art identifier” attached to the strata’s common asset front fence that is larger than the dimensions allowed in the bylaw. However, I find Ms. Skelly has not proven that the “identifier” is related to Mr. Fayad’s business, so I find she has not established that Mr. Fayad’s business contravenes this bylaw.

49. Ms. Skelly refers to MNC bylaw 31(4)(d) which prohibits a home-based business from storing or parking more than 1 identifiable commercial vehicle on the lot at one time. She says Mr. Fayad has a large black storage trailer in his driveway. However, as noted above, there is no evidence Mr. Fayad uses this trailer for his business and I find it cannot be considered an “identifiable commercial vehicle.” I find Ms. Skelly has not established that Mr. Fayad’s business breached this bylaw.

50. I also note MNC bylaw 31(4)(f) prohibits a home-based business from creating on-street traffic or parking congestion. However, as noted above, I find Ms. Skelly has failed to prove through the photos in evidence that Mr. Fayad’s business has created additional traffic or congestion on her street. I find she has not established that Mr. Fayad breached this bylaw.

51. Ms. Skelly says that over 3 years ago Mr. Fayad tore down his carport and rebuilt a garage workshop with a deck on top and a winding metal staircase. She says Mr. Fayad was required to obtain her authorization for the related building permit and failed to do so in breach of the Municipality of North Cowichan building bylaw 14(1) (MNC 14(1)). However, not only does Ms. Skelly appear to be out of time to bring this claim, but I find it relates to alterations to the strata property which she did not specifically raise in her Dispute Notice. I have already found that it would be procedurally unfair to address claims related to these structures in this decision, since Mr. Fayad did not have an opportunity to provide evidence about them. For this reason, I decline to make any finding about whether Mr. Fayad’s business is illegal for contravening MNC 14(1).

52. Ms. Skelly also says Mr. Fayad’s business is illegal because he does not charge tax. She says one of her family members hired Mr. Fayad a few years ago to refurbish a

chair. She submitted an email chain from August 2019 between this family member and Mr. Fayad in which he asked for cash payment to avoid having to charge tax. However, there is no evidence that such a cash transaction actually took place, and I find this email chain is insufficient to establish that Mr. Fayad's business is illegal.

53. In summary, despite her various allegations, I find Ms. Skelly has not established that Mr. Fayad's business is illegal in contravention of bylaw 3(1)(d).

### ***Bylaw 3(1)(e)***

54. Bylaw 3(1)(e) prohibits an owner from using their strata lot in a way that is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on the strata plan. As Ms. Skelly notes, the strata plan states that it is "entirely for residential use," so she says Mr. Fayad's business is in breach of bylaw 3(1)(e). However, as noted above, Mr. Fayad says that operating his business out of his home does not change the nature of his strata lot from residential to commercial.

55. For the following reasons, I agree with Mr. Fayad. Section 1 of the SPA defines "residential strata lot" as a strata lot that is designed or intended to be used primarily as a residence (emphasis mine). It is undisputed that Mr. Fayad resides in his strata lot full time. While Mr. Fayad admits that he also operates a business out of his strata lot, the extent to which he does so is unclear on the evidence before me. I find the evidence shows that Mr. Fayad primarily uses his strata lot for residential purposes, so I find Ms. Skelly has not established that his business is in breach of bylaw 3(1)(e).

### ***Bylaws 5(1) and 6(1)***

56. Ms. Skelly also claims that Mr. Fayad's business has contravened bylaws 5(1) and 6(1). Bylaw 5(1) prohibits unauthorized alterations to strata lots, and as noted above, bylaw 6(1) prohibits unauthorized alterations to CP, including LCP, and common assets. As noted above, the alterations Ms. Skelly alleges Mr. Fayad made to his strata lot and LCP in relation to his business were not raised in her Dispute Notice,

and I have declined to address them in this decision. So, I decline to address this aspect of Ms. Skelly's claim.

57. I dismiss Ms. Skelly's claim that Mr. Fayad's business contravenes the strata's bylaws.

## **CRT FEES AND EXPENSES**

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

59. Mr. Fayad claims \$1,512 in legal expenses, which I find are dispute-related expenses. Under CRT rule 9.5(3)(b), the CRT will not order a party to pay another party's legal fees except in extraordinary circumstances. Mr. Fayad has not claimed any extraordinary circumstances, and I find there are none in this dispute. Based on the factors set out in CRT rule 9.5(4), I find there is nothing particularly complex about this dispute, Mr. Fayad's lawyer appears to have been directly involved only to the extent of writing some letters to Ms. Skelly, and Ms. Skelly has not caused any unnecessary delay or expense. I dismiss this claim.

60. In his submissions Mr. Fayad also claims for time he spent on this dispute, which I find is a dispute-related expense. He estimates he spent 60 hours on this dispute and says he charges \$60 per hour for his work, which totals \$3,600. However, under CRT rule 9.5(5), the CRT will not order one party to pay to another party compensation for time spent dealing with the CRT proceeding except in extraordinary circumstances. As noted above, I find there is nothing extraordinary about this dispute, and I dismiss this claim.

## ORDERS

61. Within 60 days of the date of this decision, I order Mr. Fayad to:

- a. Remove the squash court wall from his yard if he has not done so already,
- b. Complete the siding on the shed in his yard and remove any tarp from the shed's doorway, if he has not done so already, and
- c. Pay Ms. Skelly \$112.50 in CRT fees.

62. Ms. Skelly is also entitled to post-judgement interest under the *Court Order Interest Act*.

63. I dismiss Mr. Fayad's claims for reimbursement of legal fees and for his time spent on this dispute.

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.

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Sarah Orr, Tribunal Member