



Civil Resolution Tribunal

Date Issued: August 4, 2021

File: ST-2020-007954

Type: Strata

Civil Resolution Tribunal

Indexed as: *Wang v. Zhang*, 2021 BCCRT 849

BETWEEN:

XUAN WANG

APPLICANT

AND:

QIANYING ZHANG

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about whether a tenant of a strata lot in a strata corporation must reimburse her landlord for bylaw fines.

2. The applicant, Xuan Wang, holds a leasehold interest in strata lot 211 (unit 204) in a strata lot in a leasehold strata corporation, The Owners, Strata Plan EPS5421 (strata). Ms. Wang rented SL211 to the respondent, Qianying Zhang.
3. Ms. Wang says that Ms. Zhang broke strata bylaws about move-in and move-out times, waste disposal, and nuisance. Ms. Wang claims reimbursement of \$1,050 in bylaw fines, plus \$25 for mail expenses and cheque fees.
4. Ms. Zhang denies Ms. Wang's claims. Ms. Zhang says the strata's building manger insulted her, and falsely accused her of bylaw violations. Ms. Zhang denies she breached the bylaws, and says there is no evidence that she did. She also says the strata did not provide her with timely written notices of the alleged breaches, so she had no opportunity to dispute them. Ms. Zhang says she moved out of the strata at the end of August 2020, but did not receive some or all of the bylaw violation notices until Ms. Wang emailed them to her on October 22, 2020.
5. The strata initially filed a dispute against Ms. Wang, seeking payment of bylaw fines. Ms. Wang then filed a third-party claim against Ms. Zhang. The strata later withdrew its claim against Ms. Wang, as she paid the bylaw fines. The strata is therefore no longer a party to this dispute, and the sole remaining claim is whether Ms. Zhang must reimburse Ms. Wang for bylaw fines and related expenses. I have amended the style of cause above to reflect that the strata is not a party.
6. Ms. Wang and Ms. Zhang are each self-represented in this dispute.
7. For the reasons set out below, I dismiss Ms. Wang's claims and this dispute.

JURISDICTION AND PROCEDURE

8. 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). CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize

any relationships between the dispute's parties that will likely continue after the CRT process has ended.

9. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
10. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
11. Under CRTA section 123 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.

ISSUE

12. Must Ms. Zhang reimburse Ms. Wang for bylaw fines and related expenses?

REASONS AND ANALYSIS

13. In a civil claim like this one, Ms. Wang, as applicant, must prove her claim on a balance of probabilities (meaning "more likely than not"). I have read all the parties' evidence and submissions, but below I only refer to what is necessary to explain my decision.
14. The evidence before me shows that the strata imposed 6 separate fines relating to unit 204, totalling \$1,050. The evidence also shows that Ms. Wang paid these fines by cheque in September and October 2020.

15. The correspondence in evidence shows that the bylaw fines relate to 6 alleged bylaw infractions, as follows:
 - a. July 21, 2020 - \$50 for improper disposal
 - b. September 29, 2020 – 4 fines of \$200 each, for leaking garbage staining hallway carpet.
 - c. September 29, 2020 - \$200 for move-in exceeding 2 hours, with no deposit.
16. Section 130 of the *Strata Property Act* (SPA) sets out how a strata corporation may impose fines. Section 130(1) says that the strata may fine an owner for their own bylaw breaches, or breaches by the owner’s visitors or guests, or a breach by an occupant. However, if the strata lot is rented to a tenant, the strata may not fine an owner or landlord for the tenant’s breaches. Rather, if the strata lot is rented, the strata may fine the tenant for the tenant’s bylaw breaches, but cannot fine the owner or landlord directly.
17. SPA section 131(1) says if the strata fines a tenant, the strata may collect the fine from the tenant, the landlord, or the owner of the strata lot. Section 131(2) says that if the landlord or owner pays some or all of the fine, the tenant owes the landlord or owner that amount.
18. As noted above, Ms. Wang paid the bylaw fines at issue in this dispute. SPA section 131 means that Ms. Wang is entitled to be reimbursed for those bylaw fines if the strata had fined the tenant (Ms. Zhang).
19. I find that for all of the bylaw breaches at issue in this dispute, the strata did not fine the tenant, Ms. Zhang. Except for one instance, which I discuss below, the strata’s correspondence about the bylaw fines is addressed to Ms. Wang, or is addressed to “Qian, Yuchu/Chu, Ying”. The letters say the fines have been “levied against your account”. Also, the strata lot account statement and other correspondence show the fines were assessed against the strata lot account, which is Ms. Wang’s, and not against Ms. Zhang directly.

20. The evidence before me does not explain who “Qian, Yuchu/Chu, Ying” are. However, I find it is not necessary to have this information to decide this dispute. It is clear from the correspondence in evidence that the fines imposed on “Qian, Yuchu/Chu, Ying” were not fines imposed on Ms. Zhang. A copy of the tenancy agreement was provided as evidence, and the only parties to it are Ms. Wang and Ms. Zhang.
21. Under SPA section 131, Ms. Zhang is not responsible to pay bylaw fines that the strata did not impose on her, even if the fines were for Ms. Zhang’s alleged breaches. Given SPA section 130, the strata likely made errors by not imposing the fines on Ms. Zhang directly. However, I find that even though Ms. Wang chose to pay those fines, Ms. Zhang is not required to reimburse Ms. Wang.
22. For the \$200 fine about move-in fees imposed on September 29, 2020, there is an October 1, 2020 letter addressed to Ms. Zhang, which appears to suggest that Ms. Zhang may have been fined directly for that violation. However, I find the other evidence establishes that Ms. Zhang was not fined. There is second October 1, 2020 letter addressed to Ms. Wang, stating that the \$200 move-in bylaw fine was charged to Ms. Wang. The letter to Ms. Wang says the fine was “levied against your account”, and the copy of Ms. Wang’s strata lot account provided in evidence confirms that this is what happened, since the account was charged for this fine on September 29, 2020.
23. I find that the strata lot account statement, and correspondence in evidence, establishes that Ms. Zhang was not fined directly for any of the alleged bylaw breaches. Since Ms. Zhang was not fined, I find Ms. Wang is not entitled to collect reimbursement of any fines from Ms. Zhang under SPA section 131.
24. Given my findings about SPA section 131, I find I do not need to consider Ms. Zhang’s arguments about whether she actually breached the bylaws as alleged, or whether she received sufficient notice of the bylaw complaints.
25. For the reasons set out above, I find Ms. Zhang is not responsible to reimburse Ms. Wang for any bylaw fines or related expenses. I note that I would have dismissed Ms.

Wang's claim for related mail and cheque expenses in any event, as there is no SPA provision that would make Ms. Zhang responsible for those expenses. I also find they are not expenses related to the CRT dispute, as they were incurred before this dispute began.

CRT FEES AND EXPENSES

26. Under CRTA section 49 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.

27. Ms. Zhang is the successful party. She paid no CRT fees and claims no dispute-related expenses. I therefore do not award them to any party.

ORDER

28. I dismiss Ms. Wang's claims and this dispute.

Kate Campbell, Vice Chair