



Civil Resolution Tribunal

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File: ST-2021-002893

Type: Strata

Civil Resolution Tribunal

Indexed as: *Simpson v. The Owners, Strata Plan BCS 3591*, 2022 BCCRT 317

B E T W E E N :

JESSICA SIMPSON

APPLICANT

A N D :

The Owners, Strata Plan BCS 3591

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey, Vice Chair

INTRODUCTION

1. This strata property dispute is generally about bylaw enforcement, repair and maintenance, and an owner's document request.
2. The applicant, Jessica Simpson, owns strata lot 33 (SL33) in the respondent strata corporation, The Owners, Strata Plan BCS 3591 (strata).

3. Ms. Simpson says the strata is not enforcing its bylaws and rules fairly or consistently, has failed to properly repair and maintain common property, and that it improperly addressed vandalism to her vehicle. She also says the strata has not provided her with a list of owners and tenants, which she says is mandatory under the *Strata Property Act* (SPA). Ms. Simpson also says that by placing notices under strata lot doors, the strata is creating a security issue because this identifies residents who are not home. Ms. Simpson seeks orders that the strata:
 - a. Amend the camera surveillance bylaw to permit cameras inside strata lots,
 - b. Immediately provide video footage of vehicle vandalism to the Royal Canadian Mounted Police (RCMP),
 - c. Reimburse her \$1,500 for damage sustained to her vehicle,
 - d. Permit owners to attend strata council meetings as observers without requiring permission of the strata council,
 - e. Repair damage to common property within 3 months of the incident date,
 - f. Stop placing notices “in and under” suite doors, and
 - g. Provide her with a list of owners and tenants under SPA section 36,
4. The strata either disagrees with Ms. Simpson or says she has failed to prove her claims. The strata asks that Ms. Simpson’s claims be dismissed.
5. Ms. Simpson represents herself. A strata council member represents the strata.
6. As explained below, except for an order that the strata provide Ms. Simpson with a list of owners and tenants, I dismiss her claims.

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). 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.

8. 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 and fairness.
9. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
10. 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.
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 Decision

12. In a November 10, 2021 preliminary decision, a CRT tribunal member considered a request from the strata to refuse to resolve Ms. Simpson's claims and this dispute for lack of jurisdiction. The tribunal member refused to resolve some of Ms. Simpson's claims about harassment and whether the strata appropriately accommodated Ms. Simpson's disability about a disabled parking stall. The tribunal member found the harassment claims to be outside the CRT's jurisdiction and the parking stall claim to be more properly addressed by the BC Human Rights Tribunal (HRT). The tribunal member found the remaining claims should continue through the CRT process.

13. Although not binding on me, I agree with the tribunal member's findings that harassment claims are generally outside the CRT's jurisdiction under CRTA section 121. See, for example, *PG v. The Owners, Strata Plan ABC XXXX*, 2021 BCCRT 427 and *Saigeon v. The Owners, Strata Plan KAS1997*, 2021 BCCRT 1010. The only exception would be if the strata had a bylaw that dealt with harassment, which is not the case here. As earlier noted, the CRT must refuse to resolve claims that are outside its jurisdiction under CRTA section 10(1).
14. I also agree with the tribunal member's finding that Ms. Simpson's claim about accommodation for a parking stall was more appropriately addressed by the HRT, given Ms. Simpson had already commenced an HRT claim for that issue. This is because under CRTA section 11(1)(d), the CRT may refuse to resolve a claim or dispute that may involve application of the *Human Rights Code*. There is no evidence before me to suggest the HRT claim has been withdrawn.
15. As a result of the preliminary decision, the Dispute Notice, originally issued May 1, 2021, was amended to remove the 2 claims the tribunal member refused to resolve on November 23, 2021 as discussed above.

Merged Dispute

16. Further, on May 25, 2021, 4 days after Ms. Simpson commenced this dispute, she started a separate CRT dispute identified as ST-2021-003552. When the Dispute Notice for this dispute was amended on November 23, 2021, the claim filed by Ms. Simpson under ST-2021-003552 was merged with this dispute and forms part of my decision below.

ISSUES

17. I note that some of the original claims in this dispute were resolved prior to the adjudication stage of the CRT process, so I have not considered those claims here.
18. I find the remaining issues in this dispute are:
 - a. Has the strata failed to enforce its bylaws in a fair and consistent manner, and if so, what is an appropriate remedy?

- b. Has the strata acted appropriately about damage sustained to Ms. Simpson's vehicle?
- c. Has the strata failed to properly repair and maintain common property or common assets, and if so, what is an appropriate remedy?
- d. Is Ms. Simpson entitled to an order that the strata stop placing notices at or under strata lot entry doors?
- e. Is Ms. Simpson entitled to an order that the strata provide her with a list of owners and tenants?

BACKGROUND, REASONS AND ANALYSIS

19. As applicant in a civil proceeding such as this, Ms. Simpson must prove her claims on a balance of probabilities, meaning "more likely than not". I have read all the submissions and evidence provided by the parties, but I refer only to information I find relevant to give context for my decision.
20. The strata was created in September 2009 and consists of 120 strata lots in a single 4-storey building above an underground parking garage.
21. Land Title Office (LTO) documents show the strata filed a new set of bylaws on March 12, 2019 which repealed and replaced all previous bylaws, except the strata's pet and rental bylaws, which were not amended and continue. I infer the Standard Bylaws do not apply. Another bylaw amendment was filed with the LTO on February 20, 2020 that amended bylaw 48.8, which Ms. Simpson refers to as the strata's camera bylaw. I find these are the bylaws relevant to this dispute. I discuss the applicable bylaws below as necessary.

Has the strata failed to enforce its bylaws in a fair and consistent manner?

22. Ms. Simpson's claims about bylaw enforcement relate to bylaw 48, the camera bylaw and bylaw 21.3 about owners' attendance at strata council meetings. She also claims the strata has not properly enforced the strata's bylaws against residents damaging her vehicle, which I discuss below.

Bylaw 48.8 (the camera bylaw)

23. In its entirety, bylaw 48.8 (as amended February 20, 2020) says:

A resident must not install use or permit to be installed or used, any surveillance measures (such as video surveillance) or any video cameras on the common property, common assets, or in a strata lot where such measures will or may capture any personal information about another resident or visitor.

24. From the evidence, it is clear that Ms. Simpson has a camera installed within her strata lot that the strata has asked her to remove. However, I have not been asked to decide whether Ms. Simpson's camera is contrary to bylaw 48.8. The issue before me is whether the strata has enforced bylaw 48.8 in a fair and consistent manner, and I find it has.

25. In her submissions, Ms. Simpson says the bylaw is "unconstitutional and unenforceable". I find her argument that the bylaw is unconstitutional is an argument that it is an infringement of her rights under the *Canadian Charter of Human Rights and Freedoms*, Part 1 of the *Constitution Act*, 1982 (Charter). As the strata points out, in *Rodgers v. The Owners, Strata Plan VR 1322*, 2020 BCCRT 368, a CRT tribunal member found that the Charter applies to governments, not to a strata corporation. This is the same conclusion reached by a CRT vice chair in *Parnell v. The Owners, Strata Plan VR 2451*, 2018 BCCRT 7. In *Parnell*, the vice chair also found Charter values may be considered if a statutory provision is ambiguous after all other statutory interpretation methods have been exhausted. Here, I find bylaw 48.8 is clear and unambiguous so I see no reason to consider Charter values. For these reasons, I find the bylaw cannot be found to be unconstitutional.

26. I turn now to Ms. Simpson's argument that the bylaw is unenforceable. Under SPA section 121, among other things that do not apply here, a bylaw is not enforceable to the extent that it contravenes the SPA or any other legislation. Ms. Simpson does not provide any supporting evidence to prove the bylaw is unenforceable. Rather, she argues the strata does not check inside strata lots and has failed to realize that "multiple owners" have dash cameras in their vehicles that continue to record when their vehicle is parked in the parkade. I find the strata does not necessarily have to

enter a strata lot to determine if an in-suite camera contravenes bylaw 48.8. In order to be contrary to bylaw 48.8, an in-suite camera, including a cell phone camera, would need to face on to the common property and I find such a camera would more than likely be visible from the exterior, such as through an exterior window. As for vehicle dash cameras, Ms. Simpson provided photographs of 2 vehicles that appeared to be parked with dash cameras turned on. First, it is unclear if the vehicles were parked in the strata's underground parking garage. Second, I find the bylaw does not apply to dash cameras as an owner's vehicle is not common property, a common asset or a strata lot.

27. Ms. Simpson cites *Parnell v. The Owners, Strata Plan VR 2451*, 2018 BCCRT 7 for reasons why the CRT should find in her favour. In *Parnell*, a CRT vice chair considered a strata corporation's request for an owner to remove a camera installed in a common area hallway, and found the strata's request was within its authority. Given Ms. Simpson's camera is installed in her strata lot, and not on common property, I find *Parnell* does not assist Ms. Simpson. Further, 1 of the requested remedies considered in *Parnell* was for the CRT to order a bylaw be amended, which is what Ms. Simpson requests here. However, the CRT vice chair found that any bylaw amendment is a matter to be voted on by all owners. The vice chair stated a bylaw can be proposed and brought forward at a general meeting for a vote, and if a $\frac{3}{4}$ vote resolution is approved, the bylaw would pass. The vice chair did not find it appropriate to order the strata to take steps to amend its bylaws. I agree with that analysis because such an order would go against the democratic rights of the strata owners to vote on a bylaw amendment, so I apply it here.

28. Ms. Simpson argues that the strata does not have the authority to control what an owner may have in their strata lot, except substances such as cannabis and tobacco. I find Ms. Simpson is incorrect. SPA section 119(2) says "bylaws may provide for the control, management, maintenance, use and enjoyment of the strata lots...." Based on this provision, I find there is no ambiguity that bylaws may apply to strata lots.

29. Finally, Ms. Simpson does not say she has been treated differently than other owners in relation to bylaw 48.8.

30. For these reasons, I find Ms. Simpson has not proved the strata has failed to enforce bylaw 48.8 in a fair and consistent manner and I dismiss her claim.

Bylaw 21.3 (owners' attendance at strata council meetings)

31. Ms. Simpson says any owner has a right to attend strata council meetings as an observer without the strata council's permission. However, she did provide any support for her assertion. Bylaw 21.3 states in its entirety:

Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit owners to attend.

32. While bylaw 21.3 is different than Standard Bylaw 17, which expressly permits owners to attend strata council meetings, there is nothing under the SPA that would prohibit such a bylaw. In particular, SPA section 119(1) says a strata corporation must have bylaws, and section 119(2) says the bylaws may provide for the administration of the strata corporation. Further, SPA section 120(1) says the bylaws are the Standard bylaws except to the extent different bylaws are filed in the Land Title Office.

33. Ms. Simpson makes no other argument supporting her assertion that she has a right to attend strata council meetings. Specifically, she does not say the bylaw was improperly approved or that other owners were able to attend council meetings without the strata council's approval.

34. Therefore, I find Ms. Simpson has not proved the strata failed to enforce bylaw 23.1 in a fair and consistent manner and I dismiss her claim.

Has the strata acted appropriately about damage sustained to Ms. Simpson's vehicle?

35. It is undisputed that Ms. Simpson's vehicle was vandalised on May 2, 2021 while it parked in the strata's underground parking area. There is email evidence before me dated between May 2 and August 1, 2021 about the incident, involving Ms. Simpson, the strata's property manager, and an RCMP constable investigating the vehicle damage. Based on the email evidence, it is clear the strata was unable to provide copies of video camera footage recorded by the strata at the time of the incident. This

despite bylaw 48.4 that states video files are stored for a period of 3 months and bylaw 48.6 that states video files will be provided on request by a resident in the event they are involved or affected by an incident.

36. Ms. Simpson requests that the strata provide the video footage about the May 2, 2021 incident involving her vehicle to the RCMP.
37. As explained in the emails, the strata says it was unable to download the video footage. I accept this was the case and that the strata made attempts to do so, going so far as retaining the camera installation contractor to attempt to download the applicable footage. I do not find, and Ms. Simpson did not expressly argue, the strata intentionally delayed obtaining the video footage. Given the strata cannot provide information it does not have, I decline to make the order requested by Ms. Simpson that the strata immediately provide the video footage to the RCMP.
38. Ms. Simpson says this was not the first time her vehicle was damaged, and that the strata refuses to deal with the issue or improve its “security measures to prevent further incidents”. She suggests it is an owner within the strata who is vandalising her vehicle.
39. For this aspect of her claim, Ms. Simpson’s requested resolution is that the strata reimburse her \$1,500 for the cost of installing a car alarm. She argues the strata’s lack of security measures and failure to enforce bylaws against the resident causing the damage as reason she is entitled to reimbursement.
40. I will first address Ms. Simpson’s argument that the strata has failed to enforce its bylaws. There is no evidence before me that Ms. Simpson’s vehicle vandalism was caused by an owner or resident of the strata. I find Ms. Simpson’s suggestion that this is the case is purely speculative, as she has not provided any evidence to support it.
41. Ms. Simpson also did not identify the bylaw she feels the strata did not enforce. I find there are no bylaws that directly address Ms. Simpson’s circumstances that would cause me to find the strata responsible for her vehicle damage. Nor does the SPA

directly address such circumstances. Therefore, I am unable to conclude the strata failed to enforce its bylaws as she claims.

42. In order for Ms. Simpson to be successful in her claim for lack of security, I find she must prove the strata was negligent. To prove negligence, Ms. Simpson must show that the strata owed her a duty of care, the strata breached the standard of care, she sustained damage, and the damage was caused by the strata's breach (See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27, at paragraph 33). I find she has not done so, for the following reasons.
43. Section 72 of the SPA requires the strata to repair and maintain common property and common assets. This statutory requirement is restated in bylaw 12(1). I find that the strata building's exterior doors and points of entry, including the garage entrance, are either common property or common assets. It follows, and I agree with Ms. Simpson, that the strata's duty to repair and maintain extends to building security. However, the standard of care that applies to a strata corporation with respect to the maintenance of common property or common assets is reasonableness (see *Weir v. Owners, Strata Plan NW 17*, 2010 BCSC 784).
44. I find the strata has acted reasonably in the circumstances of this dispute given there is no evidence that its actions resulted in damage to or failure of common property or common assets. That the strata was unable to provide copies of video footage involving the damage to Ms. Simpson's vehicle to the RCMP does not mean it acted unreasonably. The email evidence suggests the video footage was at too great a distance to clearly show who vandalised Ms. Simpson's vehicle and that it was overwritten after 1 week, so it could not be provided to the RCMP. I do not find the strata's attempts to obtain the video footage through its service provider to be unreasonable.
45. Details of an earlier December 2019 incident involving damage to Ms. Simpson's vehicle were not provided so I cannot determine if the strata ought to have known further incidents of damage to Ms. Simpson's vehicle would occur.
46. On this basis, I dismiss Ms. Simpson's claim that the strata was negligent or acted inappropriately about damage sustained to her vehicle.

47. Even if I had found the strata was somehow responsible for the damage to Ms. Simpson's vehicle, which I have not, she has not proved she suffered a loss as she did not provide copies of any invoices she paid to correct the damage to her vehicle.

Has the strata failed to properly repair and maintain common property or common assets?

48. Ms. Simpson argues the strata is not repairing "broken items" in a timely manner. She makes several assertions about light bulbs remaining burned out for long periods of time, carpets not being cleaned for "over a year", exit door alarms having dead batteries, oil not being cleaned up in parking stalls, and that the automatic front door opener available for disabled persons, does not "operate properly". I find that the repair items she raises are common property or common assets of the strata and therefore are the strata's responsibility under SPA section 72 and bylaw 12(1) as I have mentioned.

49. Ms. Simpson provided photographs of many of these things, but that does not prove her argument. For example, there are no details of when the photographs were taken, and no specific time periods identified for how long the strata took to repair each of the separate items. For example, it is possible the light bulbs were replaced in a matter of days. Further, I agree with the strata that Ms. Simpson has not provided any evidence that her repair and maintenance concerns were ever raised with the strata so it is unclear when the strata might have known about the items in need of repair.

50. More importantly, the courts have established that a strata corporation is not held to a standard of perfection and must only act reasonably with fair regard for the interests of all concerned (*Leclerc v. The Owners, Strata Plan LMS 614*, 2012 BCSC 74 at para. 57).

51. In *Slosar v The Owners, Strata Plan KAS 2846*, 2021 BCSC 1174, the court summarized the strata's repair responsibility at paragraph 66 in this way:

The standard against which the Strata's actions are to be measured in assessing its duty under s. 72 of the SPA is objective reasonableness, which requires, among other things, balancing interests to achieve the greatest good

for the greatest number given budget constraints. Contrary to the petitioner's arguments, there is no requirement that repairs be performed immediately or perfectly: *Hirji v. Strata Plan VR 44*, 2015 BCSC 2043 at para. 146. Steps required to be taken are dictated by the circumstances at the time. The standard is not perfection nor is it to be judged with the benefit of hindsight.

52. The strata cites *Warren v. The Owners, Strata Plan VIS 6261*, 2017 BCCRT 139, where a CRT tribunal member found that an owner does not have the right to demand certain maintenance as a priority or impose deadlines for their requests to be fulfilled. The member also found that routine maintenance and repair tasks take time and advance planning and that a strata corporation is entitled to consider an owner's maintenance and repair requests with a view to the financial circumstances of the community and the strata corporation's capacity to manage its overall maintenance needs. Although not binding on me, I agree with the findings in *Warren* and apply them here. Put another way, Ms. Simpson cannot dictate how or when the strata will carry out its repairs as long as the strata acts reasonably.
53. Based on my findings above, I conclude Ms. Simpson has not proved the strata acted unreasonably nor failed to properly repair its common property or common assets. I dismiss her claim.

Is Ms. Simpson entitled to an order that the strata stop placing notices at or under strata lot entry doors?

54. Ms. Simpson says by placing notices at or under strata lot doors, the strata is creating a security issue because it will be obvious which residents are home and which residents are not. Ms. Simpson does not provide an explanation about how this practice creates a security issue, but I infer the reason is that if residents are not home, the notices remain outside or under the door.
55. The strata says that email and other delivery methods are also used, but that a notice placed at a suite doors "tends to be the most effective method". It also says that this method of service for notices is permitted under the SPA.

56. SPA section 61(1)(b)(iii) permits the strata to give notice to a person who has not provided it with an address outside the strata, “by putting it under the door of the person’s strata lot”. So, to the extent owners or residents have not provided the strata with a non-strata address for received notices, I agree with the strata. I also note the SPA permits notices to be put under the door and not at the door. Given Ms. Simpson was not explicit in her claim about the location of the notices, and the method of putting notices under suite doors is expressly permitted under SPA section 61(1)(b)(iii), I dismiss her claim.

Is Ms. Simpson entitled to an order that the strata provide her with a list of owners and tenants?

57. Ms. Simpson says the strata is required to keep a list of owners and tenants (owner list) under SPA section 35(1) and provide it to an owner who requests it under section 36. She says the strata is therefore legally obligated to provide her with a copy of the owner list but has refused to do so. The strata acknowledges the SPA requirements but says it has not provided Ms. Simpson with an owner list because it believes she will use it for “nefarious purposes”.

58. SPA section 35 sets out the strata’s obligations to create and retain certain records. Section 36 says that records and documents described in section 35 must be made available for inspection, or copies provided, to owners or authorized people within 2 weeks of the date of the request. Under SPA section 35(1)(c)(i), the strata must prepare a list of owners, with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall and storage locker numbers, if any, and unit entitlements. I find this is the list Ms. Simpson requested. This section of the SPA is mandatory, so the strata must prepare an owner list as described.

59. SPA section 36 is also mandatory, so the strata must provide the owner list to an owner within 2 weeks upon request. The SPA does not grant the strata any ability to refuse an owner’s request for the owner list. Although not argued, the *Personal Information Protection Act* (PIPA) section 18(1)(o) says that an organization may disclose personal information about an individual without the consent of the individual if the disclosure is required or authorized by law. I find that SPA section 36 is a law

requiring and authorizing the disclosure of records identified in section 35, including records containing personal information, such as the owner list. So, I find that PIPA permits the strata to disclose the owner list to an owner that requests it.

60. The strata argues that the PIPA permits the strata to withhold disclosure of personal information in certain circumstances. Specifically, the strata argues PIPA section 23(4)(a) allows it to refuse to provide Ms. Simpson with a copy of the owner list. PIPA section 23 is headed “Access to personal information” and subsection (4)(a) says an organization must not disclosure personal information under subsections (10 and (2) “if the disclosure could reasonably be expected to threaten the safety or physical or mental health of an individual other than the individual who made the request”. In support of its position, the strata provided copies of emails from other strata residents about Ms. Simpson’s conduct and threats made to other residents. However, I find the strata has misinterpreted PIPA section 23(4)(a).
61. In *Little Qualicum River Village Strata Corporation (Strata Plan Vis 4673) (Re)*, 2019 BCIPC 3 (CanLII), the Office of the Information and Privacy Commissioner for British Columbia (OIPC) considered a similar issue about the disclosure of documents under SPA section 36. The OIPC found at paragraph 12 that PIPA section 23 explains how an organization such as a strata corporation, must respond to an individual’s request for the individual’s own personal information. In other words, section 23 does not apply to an owner’s request for other individuals’ personal information, such as an owner list.
62. The strata also argued that in *Azura Management (Kelowna) Corp. v. Owners of the Strata Plan KAS 2428*, 2009 BCSC 506, the court found, “where appropriate, an owner’s ability to access and use strata records could be restricted”. I disagree with the strata that the court in *Azura* made this very broad finding. Among many other things, the court in *Azura* considered the disclosure of legal opinions under SPA section 36 and whether a strata corporation’s claim of solicitor and client privilege over the legal opinions should restrict or prohibit their disclosure because of SPA section 169(1)(b), a section that addresses disclosure of legal opinions to owners who are involved in a lawsuit with their strata corporation (see paragraphs 67 to 72).

I find the facts in *Azura* are limited to this very narrow issue and are not that same as the dispute before me. I find that *Azura* can be distinguished on that basis.

63. Based on the mandatory requirements of SPA sections 35 and 36, and that there is nothing in PIPA that restricts the strata from providing the owner list to Ms. Simpson, I find it must do so. I order the strata to provide its owner list to Ms. Simpson.

CRT FEES, EXPENSES AND INTEREST

64. 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 find the strata was the most successful party but did not pay CRT fees, so I make no order for reimbursement of CRT fees.

65. Neither party claimed disputed-related expenses, so I order none.

66. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Simpson.

ORDERS

67. Within 14 days of the date of this decision, I order the strata to provide a copy of its owner list under SPA section 35(1)(c)(i) to Ms. Simpson.

68. I dismiss Ms. Simpson's remaining claims.

69. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

J. Garth Cambrey, Vice Chair

