



Civil Resolution Tribunal

Date Issued: May 11, 2022

File: ST-2021-009293

Type: Strata

Civil Resolution Tribunal

Indexed as: *Laycock v. The Owners, Strata Plan EPS5126*, 2022 BCCRT 563

B E T W E E N :

JADE LAYCOCK

APPLICANT

A N D :

The Owners, Strata Plan EPS5126

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about rule fines. The applicant, Ms. Jade Laycock, co-owns strata lot 13 (SL13) in the respondent strata corporation, The Owners, Strata Plan EPS5126 (strata). Ms. Laycock says the strata wrongfully fined her \$130 for breaching a rule about vehicle insurance. She seeks an order to cancel the fines. There is no indication she paid the fines.

2. The strata disagrees. It says the fines were properly levied. The strata did not counterclaim for payment of the fines.
3. Ms. Laycock represents herself. A strata council member represents the strata.
4. For the reasons that follow, I find Ms. Laycock has proven her claim and make the orders set out below.

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). 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.
6. 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.
7. 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.
8. Under CRTA section 123, 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.

ISSUES

9. The issues in this dispute are as follows:
 - a. Did Ms. Laycock breach the strata's rule?
 - b. If so, did the strata properly levy the fines?
 - c. Are any remedies appropriate?

BACKGROUND, EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Laycock as the applicant must prove her claims on a balance of probabilities. This means more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.
11. I begin with the undisputed background. As documented in the minutes, the strata council held a meeting on June 17, 2021. The council members voted unanimously in favour of the following rule, which I will refer to as rule 3 to match its numbering from a June 18, 2021 email discussed below:

All resident vehicles must have a valid license & insurance in the province of BC. Residents that have out of province plates must advise council of reason why. As well, all vehicles must have valid storage insurance on all uninsured vehicles.

12. On June 18, 2021, the strata emailed the owners in the strata notice of rule 3. However, the emailed wording differed:

3. All [residents of the strata] who own vehicles must have valid license plates and insurance in the province of British Columbia. [Residents] with outside province plates must [advise] council in writing as per the reason. Any vehicles that are parked must have storage insurance and produce a valid copy of their insurance to the council. [Emphasis mine and edited for spelling.]

13. I will remark on the significance of the emphasized portion below.
14. The correspondence in evidence indicates Ms. Laycock's husband owned a truck and resided with Ms. Laycock at SL13. SL13 includes a garage. It is undisputed that Ms. Laycock's husband kept the truck in the garage. To reach the garage the truck had to drive through common property. The truck had Alberta license plates.
15. In a July 23, 2021 email, the strata council asked Ms. Laycock to provide insurance information about the truck. Ms. Laycock replied by email on July 26, 2021. She said she "wanted to do some research" on whether the strata could request such information. She eventually provided a November 2, 2021 letter from the truck's insurer. The insurer wrote that the truck was insured for use in BC under an auto insurance policy obtained through an Albertan brokerage.
16. On November 19, 2021, the strata council fined Ms. Laycock \$130 for refusing to provide the insurance information earlier. Broken down, it fined her \$10 for August 3, 2021, \$100 for the period of August 7 to October 12, 2021, and \$20 for the period of October 13 to November 1, 2021.
17. In the November 19, 2021 letter describing the fine, the strata cited bylaw 23. At the time, the strata's bylaws consisted of the Schedule of Standard Bylaws. Bylaw 23(b) says that a strata corporation may fine an owner a maximum of \$10 for each contravention of a rule. The strata subsequently registered a complete set of bylaws in the Land Title Office, but I find they do not apply to this dispute, as they were filed after the incidents in question occurred.

Did Ms. Laycock breach the strata's rule?

18. As noted earlier, the wording of rule 3 in the June 17, 2021 minutes differs from the wording in the June 18, 2021 email. So, I must first consider which wording actually applies.
19. SPA section 125(1) says the strata corporation may make rules governing the use, safety and condition of the common property and common assets. SPA section

125(4) says the strata must inform owners and tenants of any new rules as soon as feasible.

20. Under SPA section 19, the strata council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved. Non-binding CRT decisions have held that there is an implicit requirement for minutes to be reasonably accurate and not misleading. I agree this is the case. See, for example, *The Owners, Strata Plan VR 211 v. Knight*, 2020 BCCRT 193 and *The Owners, Strata Plan 1769 v. Dagenais*, 2020 BCCRT 957.
21. Here, I find that the June 17, 2021 wording applies. According to a plain reading of the minutes, this was the wording the strata council actually voted on and approved. I reach this conclusion in part because I find owners are entitled to rely on the minutes being reasonably accurate and not misleading. This is because, as stated directly above, this is a legal requirement for the minutes.
22. Given this, I find that Ms. Laycock did not breach rule 3. This is because rule 3 required her to only explain why the truck had an out of province plate. She did so in her July 26, 2021 email. She wrote that her husband drove the vehicle between Alberta and BC and used it in both provinces. I find that rule 3 did not require anything further. In particular, it did not require Ms. Laycock to provide proof of insurance.
23. I note that rule 3 also said that all uninsured vehicles must have valid storage insurance, but I find this does not apply to the truck. This is because the insurer's November 2, 2021 letter shows the truck was insured for operation rather than storage.
24. For all those reasons, I find Ms. Laycock did not breach rule 3. So, I order the strata to immediately cancel the fines levied on November 19, 2021, totalling \$130 for breaching rule 3. Given my findings, I find it unnecessary to determine whether the strata properly levied the fines.

CRT FEES AND EXPENSES

25. 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 therefore order the strata to reimburse Ms. Laycock \$225 in CRT fees.
26. The strata claimed \$425 for time spent on this dispute. As the strata was unsuccessful, I dismiss its claims for reimbursement.
27. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Laycock.

ORDERS

28. I order that the strata immediately cancel the fines levied on November 19, 2021, totalling \$130 for breaching rule 3.
29. Within 30 days of the date of this decision, I order the strata to pay Ms. Laycock \$225 as reimbursement for CRT fees.
30. I dismiss strata's claims for \$425 in dispute-related expenses.
31. 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.

David Jiang, Tribunal Member