



Civil Resolution Tribunal

Date Issued: June 6, 2022

File: ST-2021-007649

Type: Strata

Civil Resolution Tribunal

Indexed as: *Telisman v. The Owners, Strata Plan BCS 1772*, 2022 BCCRT 659

BETWEEN:

STEVEN TELISMAN

APPLICANT

AND:

The Owners, Strata Plan BCS 1772

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about access to strata corporation records.
2. The applicant, Steven Telisman, co-owns a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS 1772 (strata).

3. Mr. Telisman says the strata has refused to provide copies of strata records, contrary to section 36 of the *Strata Property Act* (SPA). He also says the strata failed to hold a council hearing upon request, contrary to SPA section 34.1.
4. As remedy in this dispute, Mr. Telisman asks for an order that the strata provide copies of bank statements and a contract. He also requests reimbursement of his filing fees for this dispute, and copying costs.
5. The strata says Mr. Telisman's claims should be dismissed. The strata says Mr. Telisman refused to pay for printing costs, so the strata was not required to provide the requested records. The strata also says Mr. Telisman refused to attend the scheduled council hearing.
6. Mr. Telisman is self-represented in this dispute. The strata is represented by a strata council member.

JURISDICTION AND PROCEDURE

7. These are the CRT's formal written reasons. 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 which 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 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.

ISSUE

11. Must the strata provide records to Mr. Telisman?

REASONS AND ANALYSIS

12. In a civil claim like this one, Mr. Telisman, as applicant, must prove his claims 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.
13. The evidence shows that on September 7, 2021, Mr. Telisman emailed the strata and requested a council hearing. He wrote that the purpose of the hearing was to request the following records:
 - Complete strata bank statements from March to August 2021, including copies of cheques and deposits.
 - An executed copy of the strata's current contract with Radiant Home.
14. In the email, Mr. Telisman wrote that he wanted and would pay for paper copies of these records.
15. Mr. Telisman says the strata did not respond to this request, and did not schedule a hearing or provide the records. However, I find the evidence before me proves the

strata manager, AS, responded by email on the same day as Mr. Telisman's request. I summarize their email exchange as follows:

- September 7, 2:01 pm – AS wrote that he believed the charge for records was 25 cents per page. AS said he could sent Mr. Telisman the “full financials for the six months”. AS said the March financials were 118 pages, so that would be \$29.50, and AS would calculate the rest of the charges. AS said he could also add the Radiant Home contract.
- September 7, 5:05 pm – Mr. Telisman said he did not want any financials, only the bank statements.
- September 8, 9:25 am – AS said the financials would have “everything related to that month transactions”.
- September 8, 10:28 am – Mr. Telisman said he did not want the financials, only the bank statements and the executed Radiant Home contract.

16. On October 5, 2021, Mr. Telisman filed this CRT dispute.

Strata Council Hearing

17. SPA section 34.1 says if an owner or tenant makes a written request for a council hearing, the strata must hold the hearing within 4 weeks. Based on other email correspondence between the strata manager and council members, I find the strata did not hold or offer to hold a council hearing within 4 weeks of Mr. Telisman's September 7, 2021 request. Rather, the strata offered a hearing for November 3, 2021.

18. I find that by doing this, the strata breached SPA section 34.1. The strata says its council members were busy with other projects, and there was no earlier council meeting scheduled. However, section 34.1 is not discretionary.

19. Because Mr. Telisman did not request any remedy for this breach, other than disclosure of records which I address below, I make no further findings about it.

Records Request

20. SPA section 35 sets out a list of the records that a strata corporation must prepare and keep. Section 36 says that “on receiving a request”, the strata must make the records listed in section 35 available for inspection and provide copies to an owner within 2 weeks.
21. *Strata Property Regulation* (Regulation) section 4.2 says a strata corporation can charge up to 25 cents per page for records or documents provided under SPA section 36.
22. The strata’s position, as set out in its email correspondence between AS and council members, is that by offering to send Mr. Telisman the financial statements, which contained the bank statements, it met his records request. It says it was justified in not providing the records requested in Mr. Telisman’s September 7, 2021 email because he did not pay the fee, and refused the strata’s offer to provide the full financial statements at a cost of 25 cents per page.
23. I find the strata’s approach to Mr. Telisman’s request was unreasonable, and inconsistent with SPA section 36 and Regulation 4.2. AS’s emails to Mr. Telisman effectively say that unless he was willing to pay 25 cents per page for documents he did not want, he could not have the bank statements. AS’s emails say the March financial statements were 118 pages, and would cost \$29.50. Extrapolating from this, Mr. Telisman would have had to pay approximately \$177 for 6 months of bank statements. This is contrary to SPA section 36 and Regulation 4.2, which read together mean an owner is entitled to obtain requested records at 25 cents per page.
24. An email between council member CW and AS says the financial statements are all one document, so Mr. Telisman was not entitled to ask for “pulling out specifics” unless he was willing to pay for the strata manager’s staff time. I find this is incorrect. SPA section 36 says an owner is entitled to copies of records listed in SPA section 35. Section 35(1)(l) says “bank statements, cancelled cheques and certificates of deposit”. Therefore, Mr. Telisman was entitled to request these documents, and the

strata was required to provide them for no more than 25 cents per page, including any cost required to prepare them.

25. I find the strata's position was unreasonable. If AS or the council determined that it was too time-consuming to separate the bank statements from the "full financials", they could have provided the full financials to Mr. Telisman either for free, or by only charging him for the bank statement pages. This would have met the strata's obligations under SPA section 36, and avoided charging Mr. Telisman for records he did not request.
26. The evidence before me suggests the strata may have provided some of the requested records to Mr. Telisman during the facilitation stage of this dispute. However, the evidence also suggests Mr. Telisman did not receive all of them. The strata submits that Mr. Telisman refused to accept records provided to him by email and on paper, but did not provide specifics, such as which documents were provided, or when, or proof of attempted delivery.
27. In order to fully and finally resolve this dispute, I order that within 10 days of this decision, the strata must provide Mr. Telisman with copies of the records listed in his September 7, 2021 email. The strata may chose to provide these records by registered mail, or by email to the email address Mr. Telisman used for correspondence in this dispute. The strata must not charge Mr. Telisman for these records.

CRT FEES AND EXPENSES

28. As Mr. Telisman was successful in this dispute, in accordance with the CRTA and the CRT's rules I find he is entitled to reimbursement of \$250.00 in CRT fees.
29. Mr. Telisman also claimed reimbursement of copying expenses. However, he provided no specifics about this claim, such as receipts or proof of payment. I therefore dismiss this claim.

30. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses to Mr. Telisman.

ORDERS

31. I order that within 10 days of this decision:

a. The strata must provide Mr. Telisman with copies of the records listed in his September 7, 2021 email. The strata may chose to provide these records by registered mail, or by email to the email address Mr. Telisman used for correspondence in this dispute. The strata must not charge Mr. Telisman for these records.

b. The strata must reimburse Mr. Telisman \$250 for CRT fees.

32. I dismiss Mr. Telisman's claim for reimbursement of copying expenses.

33. Mr. Telisman is entitled to postjudgment interest under the *Court Order Interest Act*, as applicable.

34. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, 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.

Kate Campbell, Vice Chair