



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan LMS 4661 v. Jivraj*, 2022 BCCRT 900

B E T W E E N :

The Owners, Strata Plan LMS 4661

APPLICANT

A N D :

Rahim Jivraj

RESPONDENT

A N D :

The Owners, Strata Plan LMS 4661

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

INTRODUCTION

1. This dispute is about short term accommodations (STAs) in a strata corporation.
2. Rahim Jivraj owns strata lot 47 (SL47) in the strata corporation, The Owners, Strata Plan LMS 4661 (strata). The strata is the applicant in the primary claim, and the respondent in the counterclaim.
3. The strata says Mr. Jivraj has operated STAs in SL47 through the website Vacation Rental By Owner (VRBO), contrary to strata bylaws. As remedy, the strata requests orders that Mr. Jivraj follow the bylaws, stop using SL47 for STAs, and pay move-in fees at the time of future moves.
4. Mr. Jivraj admits to using SL47 for STAs until October 12, 2019. He says this did not breach any bylaws, in part because he had a licence from the City of Vancouver (City) permitting STAs. Mr. Jivraj says the strata acted unfairly by causing his City licence to be suspended, and by seeking bylaw enforcement against him while permitting other owners to operate STAs.
5. Mr. Jivraj also argues that his STA use of SL47 was exempted from new strata bylaws filed at the Land Title Office (LTO) in July 2019. As discussed in my reasons below, he says this exemption is based on *Strata Property Act* (SPA) section 143(1).
6. In his counterclaim, Mr. Jivraj requests the following remedies:
 - Damages of \$25,249 for lost STA income for the period ending December 8, 2019,
 - further damages for lost STA income from December 8, 2019 onwards,
 - \$25,000 in punitive damages,
 - reversal of \$1,225 in moving fee charges,
 - an order changing the strata's moving fee bylaw, so the maximum fee for unfurnished moves is \$25,

- reversal of \$100 in bylaw fines for improper storage,
 - reversal of \$1,000 in bylaw fines for STAs, and
 - an order that the strata remove STA notices from the strata building.
7. Mr. Jivraj is self-represented in this dispute. The strata is represented by a strata council member.

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).
9. In October 2020, Mr. Jivraj filed a petition with the BC Supreme Court (BCSC) asking that the court resolve this dispute, rather than the CRT. Court records show that the BCSC dismissed that petition in January 2022. I find this confirms the CRT's jurisdiction to resolve this dispute.
10. 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.
11. 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.
12. 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.

13. 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.

Authorization Letter

14. In his counterclaim, Mr. Jivraj initially requested an order that the strata provide a letter to the City authorizing STAs in SL47. Mr. Jivraj now submits he no longer seeks that remedy, so I make no order about it.

ISSUES

15. The issues in this dispute are:

- a. Did Mr. Jivraj breach strata bylaws by using SL47 for STAs? What remedies are appropriate?
- b. Must the strata reverse a \$1,000 bylaw fine imposed in October 2019 for using SL47 for STAs?
- c. Must the strata reverse a \$100 bylaw fine imposed in September 2019 for improper storage?
- d. Is the strata's fee for unfurnished moves reasonable? What remedies are appropriate?
- e. Is Mr. Jivraj entitled to punitive damages?
- f. Must Mr. Jivraj reimburse any of the strata's legal fees?

BACKGROUND

16. In a civil claim like this one, the strata, as applicant, must prove its claims on a balance of probabilities (meaning "more likely than not"). Mr. Jivraj must prove his

counterclaims to the same standard. I have read all the parties' evidence and submissions, but below I only refer to what is necessary to explain my decision.

17. There is a lengthy procedural history to this dispute, involving the BCSC petition mentioned above, and several preliminary CRT decisions about document disclosure and extensions. I have not set out that history in this decision, as the parties already have that information, including the written preliminary decisions.
18. The strata was created in April 2002. It consists of 88 residential strata lots, plus common property.
19. The strata has had various bylaws since its creation in 2002. In July 2006, the strata filed a set of consolidated bylaws at the LTO, which became the strata's complete bylaws at that time. The strata filed various bylaw amendments after that. Then, in June 2019, the strata ownership voted to add some new bylaws, and to repeal and replace all previous bylaws. In July 2019, the strata filed the new, consolidated bylaws at the LTO, which I find are the bylaws applicable to this dispute. I discuss the relevant bylaws, and their effective dates, in my reasons below.

REASONS AND ANALYSIS

Did Mr. Jivraj breach strata bylaws by using SL47 for STAs?

20. The parties agree that until 2019, the strata had no bylaw prohibiting STAs. The evidence shows that at a June 26, 2019 annual general meeting (AGM), the strata ownership voted to amend the bylaws. These amendments included new bylaw 7.5 and 7.6, which state as follows:

7.5 No Owner shall enter into a tenancy agreement, or rent, lease, or grant to any Person a license or right to occupy all or any part of a Strata Lot for a period of less than 30 consecutive days in any calendar year without the prior written consent of the Strata Corporation.

7.6 No owner shall enter into a tenancy agreement, or rent, lease, or grant to any person a license or right to occupy all or any part of a strata lot, for

remuneration or consideration of any kind as vacation, travel or temporary accommodation, or for any non-residential purpose, for a period of less than 30 consecutive days in a calendar year.

21. Bylaws 7.5 and 7.6 overlap to some extent. The strata says its claim in this dispute is for enforcement of bylaw 7.6, and not 7.5, and the parties have focused their arguments on bylaw 7.6. So, I focus on bylaw 7.6 in this decision.
22. SPA section 128(2) says a bylaw amendment has no effect until filed at the LTO. LTO documents show that the June 2019 bylaw amendment package was filed on July 8, 2019. So, I find that the amended bylaws, including bylaw 7.6, first came into effect on July 8, 2019.
23. As noted above, Mr. Jivraj says he used SL47 for STAs until October 2019, which is when the strata filed this CRT dispute. Mr. Jivraj says his STA use did not breach any strata bylaws, in part because he had a City licence permitting STAs. I find that having a City licence for STAs did not exempt Mr. Jivraj from bylaw 7.6. There is nothing in the SPA or other legislation that says a strata corporation cannot prohibit using strata lots for STAs, even where municipal laws or licences otherwise permit STAs.
24. Mr. Jivraj also argues that he was exempt from bylaw 7.6 for one year after it came into effect, based on SPA section 143(1). That provision says a bylaw that prohibits or limits **rentals** does not apply to a strata lot until the later of:
 - a. one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and
 - b. one year after the bylaw is passed.
25. Mr. Jivraj says that based on section 143(1)(b), he was entitled to use SL47 for STAs for one year after bylaw 7.6 was passed. He refers to this as a “grace period”. For the reasons explained below, I find there was no exemption because STAs are legally different from rentals.

26. Section 143 appears in Part 8 of the SPA. Part 8 governs rentals in strata corporations. It sets out the ways in which strata corporations can restrict rentals, and exemptions to those restrictions. The BCSC has concluded that SPA Part 8, including section 143(1), does not apply to STAs, because STAs are not rentals: see *HighStreet Accommodations Ltd. v. The Owners, Strata Plan BCS 2478*, 2017 BCSC 1039 at paragraph 54 and *Semmler v. The Owners, Strata Plan NES3039*, 2018 BCSC 2064 at paragraph 45.
27. In *HighStreet*, the BCSC said that the obligations and protections of SPA Part 8 will only apply where the renter receives exclusive possession and control of the property (also known as legal possession). STAs do not typically give the guest exclusive possession and control of the property, but rather only a license to occupy the property for a specified period of time that can be cancelled at will. The BCSC therefore concluded that SPA Part 8 does not apply to licensing arrangements, including STAs.
28. These BCSC decisions are binding on me. So, Mr. Jivraj was never exempted under SPA section 143(1) from the portion of bylaw 7.6 that prohibits STAs. Rather, bylaw 7.6's prohibition on STAs applied to SL47 from the time it came into effect on July 8, 2019.
29. Mr. Jivraj submits that the strata's lawyer verbally stated during the June 2019 AGM that bylaw 7.6 would only be effective one year after it was passed. Even if this is true, I find that such a statement is not legally binding. No verbal statement in an AGM can change the effect of a bylaw filed at the LTO, or make SPA section 143(1) apply to non-rentals. Also, since bylaw 7.6 refers to both rentals and STAs, I find it likely that the lawyer's comment applied to the part of bylaw 7.6 about rentals.
30. For these reasons, I find that Mr. Jivraj breached bylaw 7.6.
31. The strata asks for an order that Mr. Jivraj stop using SL47 for STAs. Mr. Jivraj says he had no STA occupants since October 2019, and I find the strata has not proven otherwise. Also, the CRT does not generally order a party to follow the SPA or bylaws,

since they are obligated to do so already. So, I make no order about future STAs in SL47.

32. Mr. Jivraj counterclaims for lost STA income from October 12, 2019 onwards. I have found Mr. Jivraj was not entitled to use SL47 for STAs after bylaw 7.6 came into effect on July 8, 2019. So, I dismiss his counterclaims for lost STA revenue.
33. Mr. Jivraj also requests an order that the strata take down notices it posted in the strata building stating that STAs are not allowed. Since I find STAs were prohibited under bylaw 7.6 after July 8, 2019, I find the strata's notices are reasonable. I dismiss this counterclaim.

\$1,000 Bylaw Fine for STAs

34. In its CRT submissions, the strata says it fined Mr. Jivraj \$1,000 for using SL47 for STAs. The strata submits that the fine remains unpaid, and "we seek recovery". Mr. Jivraj counterclaimed for reversal of the \$1,000 fine. For the following reasons, I allow that counterclaim, and order the strata to immediately reverse the \$1,000 fine.
35. Strata bylaw 22.1(e) permits the strata to impose a fine of \$1,000 per day for contraventions of bylaw 7.6. SPA section 135 says a strata corporation may not impose a bylaw fine unless, among other things, the strata has given the person it intends to fine the particulars of the complaint in writing and a reasonable opportunity to answer the complaint, including a hearing if one is requested.
36. The evidence before me shows that the strata manager wrote to Mr. Jivraj on October 4, 2019. The letter said the strata council had reviewed the circumstances of a recent STA in SL47 from September 28 to October 12, 2019, and determined that it violated bylaw 7.6. The letter said, "A fine of \$1,000 is being assessed on your strata lot". The letter also said the fine was due and payable upon receipt of the letter, and gave instructions for payment.
37. I find that the strata did not meet the SPA section 135 notice requirements. In particular, it did not give Mr. Jivraj an opportunity to respond to the complaint about STAs in SL47 from September 28 to October 12. There is no evidence before me of

a prior letter to Mr. Jivraj setting out this complaint, or warning him that a fine might be imposed for this specific infraction. Mr. Jivraj had no opportunity to answer that complaint, including requesting a hearing, before the fine was imposed.

38. I acknowledge that Mr. Jivraj admits he used SL47 for STAs in this period. There is previous correspondence in evidence that documents the parties' disagreement about whether bylaw 7.6 prohibited Mr. Jivraj from STA use during that time. This correspondence shows that Mr. Jivraj was aware of bylaw 7.6, and the potential consequences of not following it. However, the BC Court of Appeal has found that strict compliance with SPA section 135 is required before a strata corporation can impose bylaw fines, and fines may be found to be invalid if the procedural requirements of section 135 are not followed: *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449.
39. Since the strata did not follow the section 135 notice requirements before imposing the October 4, 2019 fine, I find the fine is invalid. I order the strata to immediately reverse it.

\$100 Bylaw Fine for Improper Storage

40. On September 25, 2019, the strata fined Mr. Jivraj \$100 for an alleged breach of bylaw 3.8. Bylaw 3.8 says, among other things, that no owner may obstruct passages or hallways, or use any part of the premises for storage other than their own strata lot or storage locker.
41. The correspondence in evidence shows that the strata first wrote to Mr. Jivraj about improper storage on August 23, 2019. The letter said the strata had received a written complaint about improper storage of items in the hallway outside of Mr. Jivraj's storage "cage". The letter quoted bylaw 3.8, and instructed Mr. Jivraj to "have the matter remedied in order to prevent any further action". The letter did not mention the possibility of bylaw fines, but offered an opportunity to respond to the complaint, and said that if Mr. Jivraj did not respond, council would make a decision "as it considers appropriate".

42. Email correspondence between a council member and the strata manager dated September 17, 2019 indicates that Mr. Jivraj had removed the stored items after the August 23, 2019 letter, but stored items in the same location again after that. The strata manager sent Mr. Jivraj another letter on September 17, 2019, stating that new items had been left on common property on September 14, contrary to bylaw 3.8. The letter gave Mr. Jivraj an opportunity to respond, and said that future violations would result in fines being levied.
43. Mr. Jivraj emailed the strata manager on September 17, 2019, acknowledging receipt of the letter. He said the items had been removed, and that the strata's concerns were "petty".
44. The fact that the stored items were removed after the strata's September 17, 2019 letter is confirmed in a September 18, 2019 email between council members. In that email, council president BM wrote that Mr. Jivraj had been informed about improper storage on September 14, 2019, and had removed the stored property sometime after 1:00 pm on September 16.
45. The strata sent Mr. Jivraj a third letter about improper storage on September 25, 2019. The letter again cited bylaw 3.8, and said the strata had decided to fine Mr. Jivraj \$100 for improper storage. The September 25 letter did not give a date for the alleged violation. Rather, it said the fine was for "the bylaw 3.8 violation as per letters sent to you on August 23, 2019 and again on September 17, 2019". The letter said the strata council had been advised the complaint had not been rectified, so decided to impose a \$100 fine.
46. I find the \$100 fine cannot stand, because BM's September 18, 2019 email confirms the stored items were removed on September 16, before the strata imposed the fine on September 25.
47. This sequence of events is confirmed by the strata's statement on the strata's Dispute Response Form, which states:

On Sept 14, the claimant again stored a substantial amount of items on the floor outside of his storage locker. Consequently, a letter was issued and subsequent fine issued for this second violation. This process of sending a letter as a notification and requesting compliance with our bylaws is consistent in practice. A second violation typically results in a fine, unless circumstances dictate otherwise.

48. This statement indicates that the September 25 fine was for the items stored on September 14. However, BM's September 18 email establishes that the items were removed on September 16. So, I find the strata was not entitled to fine Mr. Jivraj on September 25 for a bylaw violation that he had already remedied.
49. Even if Mr. Jivraj again stored items on common property after September 16, 2019 (which the evidence does not establish), this would be a new violation. Despite the strata manager's advice to the contrary, for a new violation, the strata is required to re-start the SPA section 135 notice process. This means the strata would have to send a new letter informing of the particulars of the breach, and giving Mr. Jivraj a chance to respond, before imposing a fine.
50. In summary, I find the strata has not proved that Mr. Jivraj stored items contrary to bylaw 3.8 after September 16, 2019. And even if he did, I find the strata breached SPA section 135 by not giving Mr. Jivraj the particulars of that complaint, and an opportunity to respond, before imposing the September 25, 2019 fine.
51. For these reasons, I allow Mr. Jivraj's counterclaim, and order the strata to reverse the \$100 fine for improper storage.

Moving Fees

52. Over time, the strata has had various bylaws about move-in and move-out fees. As part of the 2019 bylaw amendments, the strata ownership approved bylaw 23.9. That bylaw says:

...if an Owner, Tenant, or Occupant moves into a Strata Lot that is rented with furnishings moves into a Strata Lot, the Owner of the Strata Lot shall pay the Strata Corporation a fee of \$200.00.

53. The strata says Mr. Jivraj refused to pay the moving fees for the STAs that occurred in SL47 before October 2019. As remedy for this claim, the strata requests an order that Mr. Jivraj abide by the strata's bylaws and pay "specified move fees".
54. The strata's dispute application does not request payment of any specific amount for move fees. In its submissions, the strata says that it seeks payment of 13 move fees, totalling \$2,600, imposed "since the owners passed the revised bylaws".
55. I find the strata is not entitled to payment of these claimed move fees. As cited above, the wording of bylaw 23.9 specifically includes the phrase "rented with furnishings". Based on this wording, bylaw 23.9 only applies to strata lots that are rented. As explained above, I have found that the STAs in SL47 are not rentals. There is no evidence before me that SL47 was ever rented.
56. For this reason, I dismiss the strata's claim for payment of move fees. Instead, I allow Mr. Jivraj's counterclaim on the move fees, and order the strata to reverse any move fees imposed against SL47 under bylaw 23.9 from July 8, 2019 onwards.
57. Mr. Jivraj also asks for an order changing bylaw 23.9, to limit the fee to \$25. I find it is not appropriate to grant this remedy. Bylaw 23.9 was approved by the strata ownership, and I find it would be inappropriate and contrary to the democratic processes of the strata for the CRT to order a bylaw changed. The parties made arguments about whether a \$200 fee for unfurnished moves is unreasonable. However, Mr. Jivraj's concern is about move fees for STAs. Since I have found STAs were prohibited in the strata after July 8, 2019, and that bylaw 23.9 only applies to rentals, I find it is not necessary to decide in this dispute whether the \$200 fee under bylaw 23.9 is otherwise reasonable.

Punitive Damages

58. In his counterclaim, Mr. Jivraj seeks \$25,000 for the strata's alleged conduct. He says the strata has been "over zealous" and "motivated by malice". He raises 4 primary arguments about this, which I will address in turn.
59. First, Mr. Jivraj says the strata filed a BCSC action against him in 2014, for payment of strata fees. He says this included a petition for the forced the sale of his strata lot, and that the proceedings affected his mortgage and caused him to incur legal fees.
60. This BCSC-related matter is likely barred under the *Limitation Act*, which sets a 2-year limitation period for most claims. Also, I find that any order relating to a BCSC proceeding should be decided by the BCSC, and not by the CRT. Mr. Jivraj appears to cite this prior legal dispute as evidence of a history of conflict initiated by the strata. However, I find the 2014 BCSC proceeding has no bearing on the outcome of this dispute.
61. Second, Mr. Jivraj argues that the strata's "sentiment" towards him, including the 2014 BCSC matter and the strata's attempts to enforce bylaw 7.6, has reduced his pleasurable enjoyment of SL47. I find that claim does not entitle Mr. Jivraj to any remedy, including punitive damages. As mentioned above, I find the strata's actions in relation to the 2014 BCSC proceedings are not an issue to be decided in this dispute. Also, since Mr. Jivraj was not entitled to use SL47 for STAs after July 8, 2019, but continued to argue otherwise, I find it was reasonable for the strata to attempt to enforce its bylaws, including by filing this CRT dispute.
62. Third, Mr. Jivraj argues that the strata's conduct in this CRT dispute justifies punitive damages. He says the strata refused to disclose documents, caused him unnecessary frustration, and wasted his time, the CRT's time, and the BCSC's time.
63. Given that I have found in favour of the strata on the STA issue in this dispute, I find the dispute was not a waste of the CRT's time. I also note that it was Mr. Jivraj, and not the strata, who filed the January 2022 BCSC petition related to this dispute.

64. I dismiss this claim, since I have found in favour of the strata and concluded that STAs are not permitted in the strata after July 8, 2019, contrary to Mr. Jivraj's position. The Supreme Court of Canada has said the purpose of punitive damages is to punish extreme conduct worthy of condemnation, and can only be awarded to punish harsh, vindictive, reprehensible and malicious behaviour (see *Vorvis v. ICBC*, [1989] 1 SCR 1085). I find the evidence before me does not establish that the strata's conduct was extreme, harsh, vindictive, reprehensible, or malicious. Rather, as explained above, I find the strata reasonably sought to enforce its new bylaw prohibiting STAs.
65. Mr. Jivraj says he is entitled to punitive damages because the strata complained to the City about him, made an inappropriate request for City documents under the *Freedom of Information and Protection of Privacy Act* (FOIPPA), and caused the City to cancel his STA licence.
66. I find that Mr. Jivraj essentially argues that the strata treated him significantly unfairly. Under CRTA section 123(2), the CRT can make orders to remedy a strata's significantly unfair actions or decisions. In *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126, the BC Court of Appeal interpreted a significantly unfair action as one that is burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust or inequitable.
67. In *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, the court applied a "reasonable expectations" test when considering whether a discretionary action of council was significantly unfair. The test asks: What was the applicant's expectation? Was that expectation objectively reasonable? Did the section violate that expectation with a significantly unfair action or decision?
68. Based on the facts and evidence before me in this dispute, I find the strata's actions were not significantly unfair. Mr. Jivraj expected the strata would permit him to continue using SL47 for STAs after July 2019, which was contrary to the bylaws. Given the parties' ongoing disagreement about this issue, I find it was reasonable for the strata to inquire with the City about Mr. Jivraj's alleged STA licence. I also note that FOIPPA permitted the strata to request City documents, and I find it was

unreasonable for Mr. Jivraj to expect the strata not to request information about his interactions with the City about STAs. I also find that the strata is not responsible for the City's decision to cancel Mr. Jivraj's STA licence, since the strata has no authority to grant or cancel City licences.

69. Also, since STAs were not permitted under strata bylaw 7.6 after July 8, 2019, I find it did not matter whether Mr. Jivraj had a STA licence from the City or not.

70. For these reasons, I find Mr. Jivraj is not entitled to punitive damages, and I dismiss this claim.

Legal Fees

71. The strata seeks reimbursement of \$9,173.37 in legal fees in this dispute. For the following reasons, I dismiss this claim.

72. First, CRT rule 9.5(1) says the CRT will usually order an unsuccessful party to reimburse a successful party for tribunal fees and dispute-related expenses. The strata was not entirely successful in this dispute. This does not support reimbursement of dispute-related expenses.

73. Second, at least some portion of the claimed legal fees are not related to this CRT dispute. For example, an invoice in evidence shows a charge for legal work on June 16, 2020 on a forced sale proceeding unrelated to this dispute.

74. Third, CRT rule 9.5(3) says the CRT will not order a party to pay another party's legal fees in a strata property dispute unless there are extraordinary circumstances that make it appropriate to do so. Rule 9.5(4) says that in considering whether to award reimbursement of legal fees, the CRT may consider the complexity of the dispute, the involvement of the representative, whether there was unnecessary delay or expense, and any other appropriate factors.

75. This dispute involved a number of preliminary issues, including requests for disclosure orders. However, both parties raised claims in this dispute. Also, I find the subject matter of the dispute, and the issues to be decided, are not unusually

complex. The CRT has decided numerous other cases about STAs in strata corporations, including the application of SPA section 143(1): see for example *Germaniuk v. The Owners, Strata Plan KAS 2849*, 2021 BCCRT 1279, *Rutherford v. The Owners, Strata Plan 170*, 2019 BCCRT 531, and *Hall v. The Owners, Strata Plan EPS2983*, 2019 BCCRT 806.

76. The strata argues that it is entitled to reimbursement of legal fees because Mr. Jivraj requested documents over which the strata claimed privilege. The strata says it was necessary to incur legal fees “to argue the overly complex matter of privilege”. However, since it was the strata that claimed privilege, I find that the legal fees incurred to support that claim properly lie with the strata.

77. For these reasons, I dismiss the strata’s claim for reimbursement of legal fees.

CRT FEES AND EXPENSES

78. 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. Each party had mixed success in this dispute, so I order no reimbursement.

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

ORDERS

80. I order that:

- a. The strata must immediately reverse any move fees imposed against SL47 under bylaw 23.9 from July 8, 2019 onwards.
- b.
- c. The strata must immediately reverse the \$1,000 bylaw fine imposed against SL47 in October 2019 for STAs.

d. The strata must immediately reverse the \$100 fine imposed against SL47 in September 2019 for improper storage.

81. I dismiss the strata's remaining claims. I dismiss Mr. Jivraj's remaining counterclaims.

82. 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