



# Civil Resolution Tribunal

Date Issued: September 12, 2022

File: ST-2022-001701

Type: Strata

Civil Resolution Tribunal

Indexed as: *Vernon-Jarvis v. The Owners, Strata Plan K772*, 2022 BCCRT 1007

**B E T W E E N :**

BLAINE JARVIS VERNON-JARVIS

**APPLICANT**

**A N D :**

The Owners, Strata Plan K772

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Chad McCarthy

## INTRODUCTION

1. This dispute is about a strata bylaw contravention fine. The applicant, Blaine Jarvis Vernon-Jarvis, says he owns or controls strata lot 54 (SL 54) in the respondent strata corporation, The Owners, Strata Plan K772 (strata). Mr. Vernon-Jarvis says the strata sent a warning letter about a bylaw violation at SL54, and later imposed a \$200 fine that it charged to the strata lot account. Mr. Vernon-Jarvis says the strata should have

only provided a warning about the violation as set out in its original warning letter, and not imposed the fine. He also says the strata's correspondence was confusing and that the fine may have been imposed for other possible but unrelated strata bylaw violations. Mr. Vernon-Jarvis requests an order that the strata reverse the fine.

2. The strata says it did not promise a warning and properly imposed the \$200 fine for improperly routing electricity from a common property laundry room to SL54.
3. Mr. Vernon-Jarvis is self-represented in this dispute. A strata council member represents the strata.
4. For the following reasons, I dismiss Mr. Vernon-Jarvis' claim for lack of standing, by which I mean he lacks the required authority to file this dispute.

## **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.
9. Under section 189.1(1) of the *Strata Property Act* (SPA), a strata corporation, owner, or tenant may request CRT dispute resolution of any strata property matter within the CRT's jurisdiction. Section 4(1.1) of the CRTA says a person may not make a request for CRT dispute resolution if an applicable Act in respect of the claim describes a class of persons who may make a request for CRT resolution, and the person is not in that class. This means only a strata corporation, owner, or tenant may request CRT dispute resolution for a strata property matter.
10. I found it necessary to address below whether Mr. Vernon-Jarvis owned SL54 and had standing to bring this CRT dispute. I asked the parties for further submissions on that issue. Both parties submitted additional evidence with their responses, including agreements, Land Title Office (LTO) documents, and a legal memorandum. Neither party objected to the new evidence, which I find is relevant, so I allow it.

## **ISSUES**

11. The issues in this dispute are:
  - a. Whether Mr. Vernon-Jarvis has standing to bring his claim.
  - b. If so, whether the strata properly imposed the \$200 bylaw violation fine.

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, as the applicant Mr. Vernon-Jarvis must prove his claim on a balance of probabilities (meaning "more likely than not"). I have read and weighed the parties' evidence and submissions, but I refer only to that which I find necessary to explain my decision.

### ***Does Mr. Vernon-Jarvis Have Standing to Bring His Claim?***

13. Mr. Vernon-Jarvis does not claim to be a tenant, former tenant, or former owner of SL54. So, as noted above, Mr. Vernon-Jarvis may only request CRT dispute resolution for his strata property claim if he is an owner of SL54.
14. The strata says that although it earlier understood Mr. Vernon-Jarvis to be an owner, Mr. Vernon-Jarvis does not own the strata lot and does not have standing to bring this dispute.
15. For a non-leasehold strata plan, the SPA defines an owner as a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity. Mr. Vernon-Jarvis does not claim that SL54 is owned in a representative capacity. So, in the circumstances of this dispute, I find that the SPA essentially defines an owner as a legal owner recorded in the LTO's register.
16. An LTO title search document in evidence shows that the sole registered, legal owner of SL54 is Rhett Frederick Vernon-Jarvis, whom I will refer to as Rhett. Mr. Vernon-Jarvis says Rhett is his brother. Mr. Vernon-Jarvis does not claim to represent Rhett or to be his agent for the purposes of this dispute or SL54.
17. Mr. Vernon-Jarvis says he is the "correct legal owner through a corporate ownership structure and bare trust agreement." Specifically, Mr. Vernon-Jarvis says he is the director of a company that owns SL54, as he is a director and signing authority for "Graves Properties Holdings". Given that Rhett is the sole legal owner shown on the LTO's register, I find that a "Graves" company does not appear to be an owner as that term is defined in the SPA. However, given the apparent complexity of the ownership structure, I will address Mr. Vernon-Jarvis' evidence and arguments in detail, as follows.
18. Mr. Vernon-Jarvis submitted a signed Beneficial Transfer indenture (indenture agreement) and a signed Declaration of Bare Trust and Agency Agreement (trust agreement), each dated March 29, 2022. That date was after the strata imposed the

bylaw fine at issue here, in a letter dated February 23, 2022. Both agreements were between Rhett and Graves Properties Limited Partnership (Graves). I find that under the agreements, Rhett retained legal title to SL54, but sold all of his beneficial interest in it to Graves. Specifically, Rhett agreed to hold legal title to the strata lot as a bare trustee and agent of Graves and for Graves' sole benefit. I find that the agreements essentially allowed Graves to deal with the property as it saw fit, as its beneficial owner, and to direct Rhett to deal with the property as instructed.

19. I note that beneficial ownership is different than legal ownership. Beneficial ownership effectively means ownership in practice, and legal ownership is ownership in name. As noted, I find that to be an owner under the SPA, legal ownership is required. However, as explained below, I find nothing turns on this distinction, because the evidence does not show Mr. Vernon-Jarvis is either a beneficial owner or a legal owner of SL54.
20. Both the indenture agreement and trust agreement were signed on behalf of Graves "by its general partner Kongzhi Holding Ltd." (Kongzhi). I find Mr. Vernon-Jarvis actually signed the agreement in the space reserved for Kongzhi, which was labelled "Kongzhi Holding Ltd., by its authorized signatory, Blaine Vernon-Jarvis."
21. Given the signatures and descriptions in the agreements, I find it likely that Mr. Vernon-Jarvis was an authorized signatory of Kongzhi, which was in turn the general partner of Graves. As noted, Graves appears to be the beneficial owner of SL54 under the agreements, while Rhett retains legal ownership on the LTO register and is a bare trustee of SL54. Under the SPA definition of "owner" I find this means Rhett is an owner and Graves is not.
22. Mr. Vernon-Jarvis appears to argue that he is an owner of the strata lot because he has signing authority for a company that is the general partner of a partnership that beneficially owns it. I disagree. I find Mr. Vernon-Jarvis does not personally "own" SL54, either legally or beneficially, simply because he has signing authority for a company that might control a partnership that is the beneficial owner. I find Mr. Vernon-Jarvis is not listed as any type of owner in the LTO register, in the indenture

agreement or trust agreement, or in any other evidence before me. I find the submitted evidence does not show that Mr. Vernon-Jarvis personally has any ownership interest, either legal or beneficial, in SL54. So, contrary to his submissions, I find Mr. Vernon-Jarvis is not the “correct legal owner” of SL54.

23. Mr. Vernon-Jarvis says that Rhett is out of the country for work and cannot be contacted. Mr. Vernon-Jarvis does not say whether that is the reason Rhett did not bring this CRT dispute himself. Further, Mr. Vernon-Jarvis does not adequately explain why he is the sole named applicant in this dispute, given that he does not personally have any ownership interest in SL54.
24. For the above reasons, under SPA section 189.1(1) and CRTA section 4(1.1) I find Mr. Vernon-Jarvis is not an owner. Therefore, I find he does not have standing to request CRT dispute resolution of his strata property claim in his own name as an applicant. I dismiss Mr. Vernon-Jarvis’ claim for lack of standing.

### ***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. Mr. Vernon-Jarvis did not ask to withdraw his claim when the issue of his standing was raised, and I ultimately dismissed his claim. That means he was unsuccessful in this dispute. However, the strata paid no CRT fees, and neither party claimed CRT dispute-related expenses. So, I order no reimbursements.

### **ORDER**

26. I dismiss Mr. Vernon-Jarvis’ claim, and this dispute.

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Chad McCarthy, Tribunal Member