Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Ross v. Residential Section of The Owners, Strata Plan EPS2516*, 2022 BCCRT 1014

B E T W E E N :

SVITLANA ROSS and KEN ROSS

APPLICANTS

A N D :

Residential Section of the Owners, Strata Plan EPS2516

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Kate Campbell, Vice Chair

INTRODUCTION

1. Applicants Svitlana Ross and Ken Ross own 2 strata lots in a strata corporation, The Owners, Strata Plan EPS2516 (strata).

2. The strata has both residential and commercial sections, created under its bylaws. The Rosses' strata lots are part of the strata's residential section, named in bylaw 1.2 as Residential Section of The Owners, Strata Plan EPS2516 (section). The section is the sole respondent in this dispute, and the strata and the commercial section are not parties.

3. The Rosses say the section violated the *Strata Property Act* (SPA) and the strata's bylaws, by using money from the contingency reserve fund (CRF) to install a second garage gate without proper ownership approval. The Rosses also say the section acted significantly unfairly by retaliating against them after learning they planned to file this Civil Resolution Tribunal (CRT) dispute.

4. As remedies for their claims, the Rosses request that the CRT order the section to do the following:

   - Remove the second garage gate and restore the area to its original condition.
   - Return $45,000.00 spent on the garage gate to the CRF.
   - Join the Condominium Home Owners Association (CHOA).
   - Stop treating the applicants significantly unfairly.
   - Pay the applicants $6,000.00 in damages for significant unfairness.
   - Amend the October 8, 2021 section executive minutes to state that the applicants were wrongly accused of being in a conflict of interest.

5. The section denies the Rosses' claims, and says the claims should be dismissed.

6. The Rosses are self-represented in this dispute. The section is represented by a section executive member.

7. For the reasons set out below, I find the section breached SPA section 96 by spending CRF funds without proper ownership approval. I also find the section treated the

Rosses significantly unfairly. However, as explained in my reasons, I order none of the Rosses' requested remedies, and dismiss their claims.

JURISDICTION AND PROCEDURE

8. 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.

9. 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.

10. 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.

11. 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.

Residential Section

12. CRT documents incorrectly show the name of the respondent as Section 2 of The Owners, Strata Plan, EPS2516. Based on strata bylaw 1.2, the correct legal name of the section is Residential Section of The Owners, Strata Plan EPS2516. Given the

parties operated on the basis that the correct name of the section was used in their documents and submissions, I have exercised my discretion under section 61 to direct the use of the section's correct legal name in these proceedings. Accordingly, I have amended the section's name above.

13. In their submissions, the parties sometimes refer to the section and the strata interchangeably, and sometimes refer to the section executive as the "council" or "strata council". These bodies are separate and legally distinct. So, in this decision I refer to the residential section as "section", and the strata corporation as "strata". "Section executive" means the administrative body of the section, under SPA section 196(2). "Strata council" means the strata's administrative body, under SPA sections 25 and 26.

SPA Section 31 – Duty of Care

14. In their dispute application, the Rosses say the section executive breached its duties under SPA section 31.

15. Section 31 says that in exercising the powers and performing the duties of the strata corporation, each council member must act honestly and in good faith with a view to the best interests of the strata corporation, and must exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. SPA section 194(2) says the section has the same powers and duties as the strata, with respect to matters relating solely to the section. Based on this, I find that SPA section 31 duties apply to the section executive.

16. However, in *Rochette v. Bradburn*, 2021 BCSC 1752 the BC Supreme Court said in paragraph 85 that strata lot owners are not entitled to sue a strata corporation (or by extension, a section), for breaches of SPA section 31. In *Williams v The Owners, Strata Plan NW 1340*, 2021 BCSC 2058, the court confirmed that the CRT does not have jurisdiction to decide claims under SPA section 31 (paragraph 66).

17. *Rochette* and *Williams* are binding precedents and the CRT must apply them. CRTA section 10(1) says the CRT must refuse to resolve a claim over which it has no jurisdiction. So, I refuse to resolve the Rosses' SPA section 31 claims.

SPA Section 32 – Conflict of Interest

18. Both Svitlana Ross and Ken Ross were section executive members. The Rosses say that when the section learned they intended to file this CRT dispute, they were wrongly accused of being in a conflict of interest, and were asked to resign from the section executive.

19. SPA section 32 addresses conflict of interest by strata council members. It says that when a strata council member has a direct or indirect interest in a contract or transaction with the strata, or a decision before the strata council, that council member must disclose their interest, abstain from voting, and leave the strata council meeting during the discussion and voting. Based on SPA section 194(2), discussed above, I find section 32 applies equally to section executive members.

20. In *Dockside Brewing Company Ltd. v. The Owners, Strata Plan LMS 38371,* 2007 BCCA 183, the BC Court of Appeal said that all remedies for breaches of SPA section 32 are set out in SPA section 33. CRTA section 122(1) specifically says the CRT has no jurisdiction to decide claims under SPA section 33.

21. In this dispute, the Rosses do not allege that any section executive members were in conflict of interest. Rather, as explained above, they say they were falsely accused of being in conflict of interest. So, I find the Rosses are not asking for an order under SPA section 33, and CRTA section 122(1) is not triggered. Instead, I find the Rosses are seeking a remedy under CRTA section 123(2) to remedy an alleged significantly unfair action.

ISSUES

22. The issues in this dispute are:

a. Did the section breach the SPA or bylaws in approving, funding, or installing the garage gate?

b. If so, what remedies are appropriate?

c. Did the section treat the Rosses significantly unfairly?

d. If so, what remedies are appropriate?

REASONS AND ANALYSIS

23. In a civil claim like this one, the Rosses, as applicants, must prove their 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.

BACKGROUND AND EVIDENCE

24. The parties agree that in 2019 and 2020, there were significant security concerns in the strata building, including parkade break-ins and robberies. This is confirmed by the evidence. The November 19, 2019 strata council meeting minutes state that the strata council (not the residential section) discussed getting quotes on the price of adding a second garage gate for security.

25. A December 11, 2019 estimate from Harbour Door shows a price of $30,749.23 to supply and install the door. It is unclear from the evidence whether the strata or the section obtained the quote. However, the parties in this dispute agree that the section approved and paid for the door. This fact is confirmed by the May 19, 2020 residential section executive meeting minutes. Also, neither party argued that the strata, rather than the section, should have been responsible for the door. I have therefore not considered that issue in this decision.

26. January 21, 2020 strata council meeting minutes state that in addition to Harbour Door's quoted price, the electrical hookup for the door would cost $11,000.00.

27. The residential section scheduled a special general meeting (SGM) for March 17, 2020. One of the proposed SGM resolutions was to collect a $45,000 special levy to install the second gate. However, documents in evidence show the SGM was cancelled due to the COVID-19 pandemic.

28. On March 27, 2020 the strata (not the section) held an ownership vote by email to approve the door. The vote form directed owners to appoint council member JL as their "restricted proxy" at a "virtual" April 3, 2020 SGM. Owners were asked to indicate their preferred vote on whether they authorized the strata council to draw on the CRF to install a second garage door, up to a maximum of $45,000.00.

29. According to an April 3, 2020 email from the strata manager, 44 voters approved the resolution, 12 opposed it, and 1 abstained. I discuss the validity of this vote in my reasons below.

30. On April 2, 2020, section executive member DS emailed Harbour Door and instructed it to proceed with ordering and installing the door. DS's email said, in part, "I understand in speaking to you that the timeline for this could be 2-3 months."

31. Minutes of the May 19, 2020 residential section executive meeting show that at the meeting, the executive members voted to pay Harbour Door's 50% deposit and the electrical contractor's first invoice.

32. Emails from Harbour Door show that the electrical work began in early June 2020, and the door was installed in early August 2020. For reasons that are not clear in the evidence before me, the door was not operational until early January 2021.

33. The evidence before me shows that problems with the door's operation began shortly after it was activated. Documents show that at least one car and driver became trapped in the area between the 2 doors, when both doors would not open. In a February 25, 2021 email, a municipal fire prevention officer stated that a building permit was required (none had been obtained), and an exit door was necessary to prevent people from becoming trapped between the doors if they failed to open. The

section stopped using the door shortly after this, and the evidence and submissions suggest it is still not in use.

34. These issues about the door's operation are important, and the parties provided evidence and submissions about them. However, based on the claims set out in the Dispute Notice, I find they are not before me to decide. Rather, the question before me is whether the door was properly approved, and if not, what remedies are appropriate.

Garage Gate Approval Process

35. In this dispute, the Rosses argue that the second garage gate was not properly approved by the owners. As remedy, they request that the CRT order the section to remove the gate, reimburse $45,000.00 to the CRF, and join CHOA. For the following reasons, I agree with the Rosses that the gate was not properly approved. However, as discussed below, I do not order any of their requested remedies.

Gate Approval Vote

36. The parties agree that the section paid around $45,000.00 from the CRF for the gate.

37. The section essentially concedes that the March 2020 email vote about the door was not a valid, formal approval of the door. Instead, the section argues that it was entitled to approve the door as an emergency safety expenditure under SPA section 98(3). However, to be thorough, I confirm that the March 2020 email vote was invalid, for the following reasons.

38. First, the voting documents identify that the March 2020 vote was a "restricted proxy vote". The voting form directs voters to appoint strata council member JL as their "restricted proxy". As discussed in numerous CRT decisions, restricted proxy voting is not permissible under the SPA: see for example *Joyce v. The Owners, Strata Plan EPS3046*, 2022 BCCRT 891.

39. Also, the meeting documents indicate that voting was held in the context of a "virtual" April 3, 2020 SGM. There is no evidence before me that an actual meeting ever

occurred, as opposed to various email exchanges. In any event, a fully virtual general meeting is contrary to SPA section 49(1). That section says all persons participating in a general meeting must be able to communicate with each other during the meeting.

40. The evidence before me also indicates that the strata (or section) gave did not give 15 days' advance written notice of both the April 3, 2020 SGM and the resolution's wording, as required under SPA section 45.

41. On the March 2020 voting form, owners were asked to indicate their preferred vote on whether they authorized the **strata council** to draw on the CRF to install a second garage door, up to a maximum of $45,000.00. Subsequent evidence shows that the residential section executive, not the strata council, approved and paid for the garage door. So, even if the March 2020 vote was valid, it approved something that never occurred. The resolution did not authorize the residential section to spend money from the CRF on the door.

42. I also note that the respondent in this dispute, the residential section, essentially admits that the email vote was not binding. The residential section president's report for the March 3, 2022 AGM refers to the vote as "advisory".

43. For these reasons, I find the March 2020 email vote did not meet SPA requirements, and was therefore not a valid approval for the section to install and pay for the door.

Emergency Expenditure Under SPA Section 98(3)

44. SPA section 96 requires that an expenditure from the CRF must be approved by a ¾ vote at an annual or special general meeting, unless it is related to a depreciation report (which does not apply here), or is immediately necessary to ensure safety or prevent significant loss or damage as permitted under SPA section 98(3). Specifically, SPA section 98(3) says:

> The expenditure may be made out of the operating fund or contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure

is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.

45. The section argues that the section executive had authority to approve of and pay for the second garage door from the CRF based on SPA section 98(3), because of the legitimate security concerns in the building. For the following reasons, I find the evidence before me does not support this argument.

46. As explained above, the evidence establishes that here were security problems in the building that presented risks of significant loss or damage. For example, there is evidence of multiple break-ins, including theft from cars and storage lockers, and a car theft in January 2020. The evidence before me does not indicate that the parking garage gate was the only security problem in the building, as there were other issues such as key and elevator access. However, section executive and strata council member DS, a former police officer, conducted an informal security review, and recommended the second garage gate as one of several security upgrades.

47. Putting aside the subsequent problems with the gate's operation, I accept that installing a second garage gate may have been a reasonable strategy to increase building security. However, I find the circumstances in this case do not establish that this was a situation where the section executive was empowered under SPA section 98(3) to approve of and pay for the gate from the CRF without holding a ¾ vote of the ownership.

48. The evidence shows that the gate was first proposed in mid-November 2019, but did not become operational until early January 2020. This is a delay of over one year. Given this delay, I find this was not a situation where an immediate expenditure, without ownership approval, was necessary. I also note that in DS's April 2, 2020 email instructing Harbour Door to go ahead with the work, DS acknowledged that "the timeline for this could be 2-3 months". This shows that the work was not so urgent that advance ownership approval could not have been obtained. In other words, the section was prepared to accept some delay in the work, so there were no reasonable

grounds to believe that an immediate expenditure was necessary to ensure safety or prevent significant loss or damage.

49. Even given the problems of scheduling meetings during the early phase of the COVID-19 pandemic, I find it was possible and reasonable to schedule an ownership meeting to approve the expenditure by ¾ vote sometime in 2020. I note that by April 15, 2020, the government had enacted Ministerial Order M114 under the *Emergency Program Act*. That order enabled strata corporations to conduct meetings, including SGMs, by telephone or other electronic methods during the provincial state of emergency declared due to the COVID-19 pandemic.

50. My conclusion that there were no reasonable grounds to believe an immediate expenditure was necessary to prevent significant loss or damage is also supported by the fact that the gate only operated for a short time in 2021, and has not operated since. If the gate expenditure was necessary to prevent loss or damage, then I would expect the section (or strata) would have made the gate operational after the problems were discovered.

51. Further, SPA section 98(5) says that any expenditure under section 98(3) "must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage". The Rosses provided some evidence of cheaper, alternate solutions, such as different types of gates, or signs instructing drivers to wait for the original gate to close. I have no evidence before me to determine the costs of these measures, or their potential effectiveness. However, since the second gate is not currently in use, I find the gate expenditure was not "the minimum amount needed to ensure safety or prevent significant loss or damage".

52. For these reasons, I conclude that the section was not authorized under SPA section 98(3) to spend CRF to install the second garage gate without section ownership approval. I discuss remedies for this SPA breach later in my reasons.

Significant Change in Use or Appearance

53. SPA section 71 says that a strata (or section) cannot significantly change the use or appearance of common property unless the change is approved by a ¾ vote resolution at a general meeting. The Rosses argue that the second garage gate was a significant change, and required a ¾ vote under SPA section 71. This ¾ vote requirement applies regardless of whether an expenditure is made for urgent safety reasons under SPA section 98(3).

54. In *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333, the court set out a non-exhaustive list of factors to consider when deciding whether a change is significant:

    a. Is the change visible to other residents or the general public?

    b. Does the change affect the use or enjoyment of a unit or existing benefit of another unit?

    c. Is there a direct interference or disruption because of the changed use?

    d. Does the change impact the marketability or value of a strata lot?

    e. How many units are in the strata and what is the strata's general use?

    f. How has the strata governed itself in the past and what has it allowed?

55. Based on the evidence before me, including photographs, I find the second garage gate was not a significant change in the use or appearance of common property. Rather, I find that adding a second gate to an already-gated area is not significant. The change is only visible to those entering the garage, and did not change the overall appearance or use of the area, since it already required fob access. Although likely somewhat slower and less convenient, using a second garage gate immediately after a first gate would not cause interference or disruption to occupants. I find this situation is different from adding a locked gate to an area that was not previously gated or locked. There is also no evidence that the second gate would change the value or marketability of any strata lot.

56. For these reasons, I find there was no significant change in use or appearance, and therefore a ¾ vote was not necessary under SPA section 71.

Remedies

57. As explained above, I find the section breached SPA section 96 by spending CRF funds without ownership approval. I also find the expenditure did not fit the exception set out in SPA section 98(3).

58. As remedy for this breach, the Rosses request that the CRT order the section to remove the second garage gate and restore the area to its original condition. They also request that the section return the $45,000.00 spent on the gate to the CRF, and join CHOA.

59. For the following reasons, I do not order any of these remedies.

60. Since the gate is not operational, I find ordering the section to remove it would serve no useful or functional purpose. Removing the gate would cost the owners more money. The photos in evidence show that the second gate is not obviously visible from the street, and I found above that the gate was not a significant change in use or appearance. To drivers entering the garage, it is simply more equipment in a concrete ramp area, along with other equipment. It is not in an area that is landscaped or decorated in any way. I find that leaving the gate in its current position, locked in an open position, causes no harm and that removing it would provide no benefit to owners. In addition, removing the gate would prevent the section (or strata) from ever obtaining the necessary permits and making changes so the gate could be operated. While it is unclear whether this will or could happen, I find there is no reason to order the section to spend more money on removing the gate. If the section owners want it removed, they can propose that resolution for vote at a general meeting.

61. The Rosses also request an order that the section return the $45,000.00 spent on the garage gate to the CRF. However, this money is gone, as the contractors did the work as requested, and were paid. The section executive members are not personally liable to repay those funds, are not parties to this dispute, and as discussed earlier in

this decision, the CRT has no jurisdiction to order remedies for breaches of section executive members' duties.

62. The section ownership may want to collect a special levy to replace the CRF funds, or move $45,000.00 from the operating fund to the CRF. If that is the case, I find the most appropriate course of action is to let the ownership decide that by voting at an annual or special general meeting. I therefore do not order the section to repay the CRF funds.

63. I also find that ordering the section to join CHOA would serve no practical purpose. Joining CHOA would give the section access to educational materials and practical advice but would not force the section to rely on them. I therefore do not make this order.

64. For these reasons, while I find the strata breached SPA section 96, I order no remedy, and dismiss the Rosses' claims about the second garage gate expenditure.

Significant Unfairness

65. The Rosses allege that the section treated them significantly unfairly by retaliating against them for filing, or intending to file, this CRT dispute. They allege the section's following 3 actions were significantly unfair:

    - Revoking Ken Ross's access to the strata's online portal.
    - Stating in section executive meeting minutes that the Rosses were in conflict of interest because they intended to file this CRT dispute.
    - Removing Ken Ross from his position as section executive vice president.

66. As remedies, the Rosses request $6,000.00 in damages, an order to stop significantly unfair treatment, and an order to correct the minutes to stated that the Rosses were wrongly accused of conflict of interest.

67. For the reasons set out below, I find the section was significantly unfair when it asked the Rosses to resign from the section executive, and when it removed Ken Ross from the vice president. However, as explained below, I order no remedies.

68. CRTA section 123(2) says that in resolving a strata property claim described in CRTA sections 121(1)(e) to (g), the CRT may make an order directed at the strata corporation, the council or a person who holds 50% or more of the votes, if the order is necessary to prevent or remedy a significantly unfair action, decision or exercise of voting rights.

69. In this case, the Rosses allege that the section, rather than the strata, treated them significantly unfairly. CRTA section 123(2) does not specifically say the CRT can make an order directed at a section in order to prevent or remedy significant unfairness. However, in *Section 2 of The Owners, Strata Plan BCS 4327 v. Fan*, 2019 BCCRT 1087, a tribunal member noted that SPA section 194(2) says that sections have the same powers and duties as a strata corporation, and SPA section 190 says the provisions of the SPA apply to sections. The tribunal member reasoned that these provisions show a legislative intent for sections to be treated in the same way as strata corporations, and there is no sensible reason why the legislature would give the CRT jurisdiction over significantly unfair actions by a strata corporation but not significantly unfair actions by a section. The tribunal member found the section had treated the applicant strata lot owner significantly unfairly, and ordered a remedy under CRTA section 123(2).

70. Previous CRT decisions are not binding on me, but I find the reasoning in *Section 2* persuasive and rely on it. The intent of CRTA section 123(2) gives the CRT authority to order remedies for significantly unfair conduct in a strata setting. So, it would unreasonable and impractical to interpret CRTA section 123(2) as excluding sections within a strata. I therefore conclude that the CRT has jurisdiction to resolve the Rosses' claims of significant unfairness by the section.

71. 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.

72. 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?

Portal Access

73. The section says it revoked Mr. Ross's access to the portal because of comments he made, including comments about the conduct and vacation entitlement of the caretaker. The Rosses disagree, and say the access was revoked in retaliation for this dispute.

74. Based on the evidence, I find the section had some legitimate reasons for revoking Mr. Ross's portal access. I note that Mr. Ross was warned before his access was revoked. I also find that Mr. Ross's posted comments about the caretaker were inappropriate given his role on the section executive, since the section was the caretaker's employer. If the section, or section executive members, have issues with the caretaker's work or terms of employment, the owners' forum is not the appropriate place to raise or debate those issues. Rather, as an employer, the section has a duty to ensure that the caretaker is not subject to hostility or inappropriate management.

75. In any event, the section has said it will restore Mr. Ross's portal access if he agrees to the terms of use policy. I find this is reasonable, and not significantly unfair, given the tone and content of some of Mr. Ross's posts.

76. For these reasons, I find it the section's actions in relation to Mr. Ross's portal access were not significantly unfair.

Meeting Minutes and Removal as Vice President

77. The September 27, 2021 section executive minutes include the following items:

> The President noted that Svitlana & Ken Ross' names were stated in correspondence by a fellow owner stating that the fellow owner supported the Ross' actions to file a legal claim against the Strata regarding the installation of the 2nd garage gate. The Ross' were then asked to confirm if this information was true, which they affirmed to be correct. Since their intention is to undertake legal action against the Strata, which was not disclosed information by the Ross' at previous Council meetings, this is a conflict of interest. The Ross' were asked to resign from their positions on the Residential Council, which they refused.

78. The September 27, 2021 minutes also state that after a brief discussion, the executive voted on a motion to remove Mr. Ross from his vice president position. The motion passed with 5 votes in favour.

79. The Rosses say that removing Mr. Ross as VP, and stating in the minutes that they were in a conflict of interest, was significantly unfair. I agree. As explained above, the CRT has no jurisdiction to determine whether the Rosses were in a conflict of interest. However, there is nothing in the SPA that requires a section executive member to resign if a conflict of interest exists. There is also nothing that requires a section executive member to give advance warning of their intention to file a CRT dispute.

80. SPA section 32 sets out what must occur if a strata council (or section executive) member is in a conflict of interest. It says a member with a direct or indirect interest in a matter that is to be considered by the council, if the interest could result in the creation of a duty or interest that materially conflicts with that council member's duty or interest as a council member, must disclose the conflict, abstain from voting on the matter, and leave the meeting while the matter is discussed or voted on.

81. Given these provisions, I find that Ken Ross had a reasonable expectation that he would not be removed as vice president, and that both Rosses had a reasonable

expectation that they would not be asked to resign from the section executive. I therefore find these actions were significantly unfair.

82. I do not find that the statement in the minutes about these matters was significantly unfair. While I understand the Rosses' objections to the minutes, the minutes clearly state that it is a summary of what the section executive's president said at the meeting. While the president may have been incorrect, there is nothing in the SPA that prevents inclusion of that statement in the minutes. I also find that ordering the section to retroactively change the minutes would serve no practical purpose, given that a full summary of the events, and my findings about them, is set out in this decision.

83. The Rosses allege that the minutes are defamatory, and breach the *Privacy Act* and the *Personal Information Protection Act.* The CRT has no jurisdiction to decide claims under these acts. Similarly, the CRT has no jurisdiction to decide defamation claims. So, I make no findings or orders about alleged privacy breaches or defamation in this decision.

84. While the Rosses claim $6,000.00 in damages, I find this claim is unproven. As noted, the CRT has no jurisdiction to award damages for defamation. The Rosses have proven no specific economic or other harm arising from these events. Also, the section says, and the Rosses have not specifically disputed, that they remained on the section executive for the remainder of their terms, and were not re-elected in 2022. For these reasons, I find that damages are not an appropriate remedy.

85. I also refuse to make the Rosses' requested order that the section stop treating them significantly unfairly. I find such an order is vague, too broad, and likely unenforceable.

86. For these reasons, although I find the section was significantly unfair in some ways, I order no remedies, and dismiss the Rosses' claims.

CRT FEES AND EXPENSES

87. 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. Since the Rosses were largely unsuccessful, and the section paid no fees, I order no reimbursement.

88. The section must comply with SPA section 189.4, which includes not charging dispute-related expenses to the Rosses.

ORDER

89. I dismiss the Rosses' claims, and this dispute.

Kate Campbell, Vice Chair