



Civil Resolution Tribunal

Date Issued: September 28, 2022

File: ST-2021-008964

Type: Strata

Civil Resolution Tribunal

Indexed as: *Hestvik v. The Owners, Strata Plan EPS7152*, 2022 BCCRT 1066

B E T W E E N :

LUKAS HESTVIK

APPLICANT

A N D :

The Owners, Strata Plan EPS7152

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr

INTRODUCTION

1. Lukas Hestvik co-owns strata lot 21 (unit 66) in the strata corporation, The Owners, Strata Plan EPS7152 (strata). Mr. Hestvik claims that the strata has failed to correct drainage issues in his common property backyard, which he says has turned his yard into a “disgusting mud pit”. He says that the strata has breached its obligation to repair and maintain common property and treated him significantly unfairly. He asks for an

order that the strata repair the yard. He also asks for \$20,000 in damages and a refund of \$2,731.85 in strata fees. Mr. Hestvik is self-represented.

2. The strata agrees that there are unresolved issues with Mr. Hestvik's backyard. However, the strata says that the owner developer, Urban Coast Developments, is to blame. The strata says it has consistently pressed Urban Coast to fix many of the strata's yards, including Mr. Hestvik's, and will continue to do so. The strata argues that this is a reasonable approach and not significantly unfair to Mr. Hestvik. The strata asks me to dismiss Mr. Hestvik's claims. The strata is represented by a council member. Urban Coast is not a party to this dispute.

JURISDICTION AND PROCEDURE

3. 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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
4. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.
5. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The CRT may also ask the parties and witnesses questions and inform itself in any way it considers appropriate.
6. Under section 123 of the CRTA and the CRT rules, in resolving this dispute the tribunal 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.

Procedural Matters

7. Mr. Hestvik provided evidence after the deadline for evidence submission: an email from his realtor and social media posts about his lawn. The strata objected, arguing primarily that Mr. Hestvik should have provided the evidence sooner. I find that it would not have been obvious to Mr. Hestvik that this evidence was necessary until after he saw the strata's evidence and submissions. In any event, the strata responded to each piece of late evidence, and I have considered those submissions. I therefore find that the late evidence was relevant and that the strata is not prejudiced by its admission. I have considered it below.
8. After Mr. Hestvik made reply submissions, the strata's representative emailed the CRT objecting to Mr. Hestvik's inclusion of 10 CRT and court cases. The strata said that it had not had a fair chance to review and respond to those cases. However, when the strata made submissions about Mr. Hestvik's late evidence, it briefly commented on those cases. I therefore find that there was no procedural unfairness in Mr. Hestvik's failure to include the cases in his main argument.

Involvement of the Strata's Lawyer

9. The strata was not formally represented by a lawyer. However, a lawyer undisputedly helped the strata prepare evidence and submissions. Mr. Hestvik objects to the lawyer's involvement, arguing that it is contrary to section 20 of the CRTA, which prohibits legal representation in strata disputes unless the party gets the CRT's permission.
10. The CRT's rules permit parties to use a helper (who may be a lawyer) as long as the helper does not communicate on the party's behalf. There is no suggestion that the strata's lawyer communicated on its behalf in this CRT proceeding. In other words, the lawyer did not "represent" the strata as that term is used in the CRTA and the CRT's rules. I therefore find that the strata did not need the CRT's permission to have its lawyer's help.

ISSUES

11. The issues in this dispute are:
 - a. Did the strata fail to repair and maintain the lawn behind unit 66?
 - b. Did the strata treat Mr. Hestvik significantly unfairly?
 - c. What remedy, if any, is appropriate?

BACKGROUND AND EVIDENCE

12. In a civil claim such as this, Mr. Hestvik as the applicant must prove his case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
13. The strata was built in 3 phases. It is comprised of 81 residential townhouse-style strata lots in 15 buildings. Unit 66 was constructed as part of phase 1. Mr. Hestvik is the original owner, and he purchased it on December 14, 2020. He was on strata council until July 2022.
14. Unit 66 is an end unit in a building with 5 strata lots. Like all the strata lots in the strata, it has a limited common property (LCP) concrete patio in its backyard. Behind the LCP patio is a common property lawn area. I note that both parties refer to the lawn area as Mr. Hestvik's LCP, but I find that it is not designated as LCP on the strata plan. I find that nothing turns on this because the strata undisputedly must repair and maintain the lawn area regardless of whether it is LCP or common property.
15. Each strata lot has a similar common property lawn area behind its patio. There are short fences between each strata lot's lawn area, so even though they are not designated as LCP, the lawn areas function as each strata lot's backyard. For ease, and to reflect how the parties describe it, I refer to the lawn area behind unit 66 as Mr. Hestvik's backyard, which is not technically true.
16. Backyard drainage was a problem throughout the strata almost immediately after people began moving in. According to February 1, 2021 strata council meeting

minutes, many unit owners were “bitterly complaining” because their yards were “foul smelling and soft, mucky grass”. The strata’s president emailed Urban Coast about these issues on February 7, 2021.

17. Four strata council members met with 2 representatives from Urban Coast on April 30, 2021. At that meeting, Urban Coast committed to “replacing” 5 yards, including Mr. Hestvik’s. In May 2021, Urban Coast resodded Mr. Hestvik’s yard. Urban Coast did not address any underlying drainage issues behind Mr. Hestvik’s building, although it did redo the drainage systems in other areas of the strata.
18. It was soon apparent that this work had not solved the drainage problem in Mr. Hestvik’s yard. On June 29, 2021, Mr. Hestvik sent an email to council stating that his lawn was soggy 48 hours after watering it, even during the record-setting heat wave. He also provided a video that showed his lawn was squishy and wet.
19. On October 13, 2021, a strata council member emailed Mr. Hestvik that they had looked at Mr. Hestvik’s yard with an Urban Coast employee, who blamed Mr. Hestvik’s dogs for the poor condition of his yard.
20. On October 14, 2021, a strata council member took several photos of backyards during a walkthrough with the strata’s new landscaper. The photos show the yards were saturated with water. In a subsequent email to Urban Coast, the strata council member noted the “putrid” smell of rotting organic matter.
21. On October 17, 2021, Mr. Hestvik emailed the strata manager advocating that the strata promptly hire a lawyer to help deal with Urban Coast. He also suggested getting quotes to fix the landscaping issue. Another strata council member said that they doubted the owners would agree to hire a lawyer to fix a problem that only affected some units. In other words, there were divergent views on the strata council about how to deal with the landscaping issue, with some preferring to focus on persuading Urban Coast to take responsibility and others (like Mr. Hestvik) preferring to take more aggressive action.

22. At a November 10, 2021 meeting, the strata council decided to get legal advice about how to deal with ongoing “safety concerns and deficiencies”, including the yards. The strata manager recommended a strata lawyer, but the strata rejected it. It is undisputed that the strata did not get legal advice at that time.
23. Mr. Hestvik provided a video of his backyard from November 14, 2021, which shows that the entire backyard was covered in standing water and mud.
24. According to the strata council meeting minutes from November 22, 2021, 3 strata council members met with an Urban Coast employee, who agreed that the soggy yards were not safe and needed to be corrected.
25. In a December 6, 2021 newsletter, the strata told people to avoid, if possible, entering their backyards because of the “extremely high possibility” of slipping and falling on the “soggy” grass. At some point, the strata put yellow tape on residents’ back patios to discourage use of the yards.
26. On February 23, 2022, a strata council member texted with an Urban Coast employee about Urban Coast’s landscaper attending that Friday. The employee said that dealing with the yards was their “main priority” and that they were “really trying to resolve this issue”.
27. The strata’s lawyer wrote to Mr. Hestvik on February 24, 2022. They acknowledged that the yards were a hazard but said that the strata was fulfilling its repair and maintenance obligation by pressuring Urban Coast to fix the yards. The lawyer noted that if Urban Coast failed to do so, the strata could petition the municipality to release a holdback to the strata to fix the yards. The lawyer also alleged that Mr. Hestvik’s continued use of his yard was “counterproductive” since Urban Coast took the position that it “voided” its obligation to repair the yard. The lawyer demanded that Mr. Hestvik stop using his backyard. Mr. Hestvik says that he only used his yard for a brief time after it was resodded in May 2022, and to very occasionally let his dogs out to relieve themselves.

28. In a March 25, 2022 newsletter, the strata acknowledged that some yards were still in a “deplorable” condition. The strata said it was working with Urban Coast to get the yards fixed.
29. In April 2022 photos, Mr. Hestvik’s yard appeared to be extremely muddy, with standing water in several places and a green slime over much of the mud.
30. A strata council member had a walkthrough with an Urban Coast employee on April 23, 2022. According to the strata council member’s notes, the Urban Coast agreed to remove the fences, strip off the sod and soil, replace the soil with a sandier blend, and plant new sod. The tentative start date was May 15, 2022. In the notice to the owners about this work, the strata included Mr. Hestvik’s building (units 66 to 70) in the list of yards that Urban Coast would redo.
31. Urban Coast redid several backyards in the summer of 2022, but Mr. Hestvik’s yard was not one of them. This is despite the strata’s insistence that Urban Coast repair all the strata’s defective yards. On July 21, 2022, an Urban Coast employee told the strata manager over the phone that it would not be redoing Mr. Hestvik’s yard. The strata manager emailed the details of this phone conversation to the strata council.
32. The strata continued to press Urban Coast about why it did not fix Mr. Hestvik’s yard. In a September 1, 2022 email, an Urban Coast employee asked the strata manager to “provide a reason” for Urban Coast to fix Mr. Hestvik’s yard because it is common property, and suggested that the strata council discuss the strata’s responsibilities.

ANALYSIS

Did the strata fail to repair and maintain common property?

33. The parties do not dispute the applicable law. Section 72 of the *Strata Property Act* (SPA) requires the strata to repair and maintain common property. The strata also has a filed bylaw, bylaw 8(e), which says that the strata is responsible for “lawn maintenance, gardening, and all landscaped areas within common and limited common property”.

34. To fulfill its repair and maintenance obligation, the strata must act reasonably, not perfectly. Put another way, the strata is not an insurer. In assessing the strata's decisions about the lawn, the starting point is deference. This is because the strata must often balance competing interests between owners. That is the case here because Mr. Hestvik has an interest in the strata paying for an immediate solution (and possibly trying to recoup the costs from Urban Coast), while the other owners have an interest in continuing to advocate for Urban Coast to complete and pay for the repairs itself. Owners may disagree about how best to balance these interests, and it is not the CRT's role to second guess the strata's decisions unless they are unreasonable. See *Weir v. Owners, Strata Plan NW 17*, 2010 BCSC 784, and *The Owners of Strata Plan NWS 254 v. Hall*, 2016 BCSC 2363.
35. As part of this analysis, it is important to assess the reasonableness of the strata's decisions based on what the strata knew at the time, not with the benefit of hindsight. See *Slosar v. The Owners, Strata Plan KAS 2846*, 2021 BCSC 1174.
36. The strata makes essentially 3 arguments about its repair and maintenance obligations.
37. The first argument is about the state of the yard itself. The strata argues that Mr. Hestvik should not have expected a nice yard because it is north facing (and thus regularly shaded). The strata suggests that Mr. Hestvik should have chosen a south-facing yard if a lush lawn was important to him. I reject this argument. I find that the owner of a north-facing yard can reasonably expect that their lawn will not become (to use the strata's words) putrid and deplorable. Based on the photos, videos, and correspondence in evidence, I find that no reasonable person would be content with Mr. Hestvik's yard, shade or no shade.
38. The strata also suggests that the problems in Mr. Hestvik's yard are at least partially his own fault because he has used the yard, contrary to the strata's direction. Mr. Hestvik admits that he very occasionally allows his dogs into the yard. The strata relies on social media posts showing Mr. Hestvik and his family using the yard. However, Mr. Hestvik points out that the posts are either from December and January

2021 (before the original sod had deteriorated) or June 2021 (before the new sod had deteriorated). In any event, I find that there is no expert evidence to support the strata's assertion that Mr. Hestvik caused or contributed to the poor condition of his yard. I am not persuaded by the strata's argument on this point.

39. The strata's second argument is about a landscaping deposit the municipality holds for Urban Coast. The strata says that Urban Coast has prohibited it from fixing the yard because "changes" to landscaping are not allowed before municipal inspection.
40. The strata relies on a printout from the municipality's website about landscape securities, which says that they are only released after the municipality is satisfied that the landscaping complies with the approved landscape plans and is free from deficiencies. The strata also relies on an email Mr. Hestvik sent the strata council on April 13, 2021, where he says that the strata cannot ask for any "landscaping changes" until the municipality approves the landscaping installation.
41. I find that there is nothing in this evidence to suggest that a strata corporation is prohibited from repairing or maintaining existing landscaping pending a municipal inspection. I agree with Mr. Hestvik that there is no evidence the strata has taken any steps to clarify with the municipality what it may and may not do to the existing landscaping. I find it noteworthy that the strata's lawyer's letter to Mr. Hestvik discusses the deposit but does not say that the strata is prohibited from repairing the yard. Rather, the lawyer essentially says that it would be more practical and cost-effective to wait. I find that the strata has not proven that it is prohibited from repairing the lawn.
42. The strata's primary argument is that it has been, and continues to be, reasonable for it to focus its efforts on persuading Urban Coast to fix Mr. Hestvik's yard, at Urban Coast's cost. The strata says that Urban Coast installed the defective lawn, so Urban Coast should fix it.
43. The strata says that Urban Coast still has not had a municipal inspection. The strata therefore says that, sooner or later, Urban Coast will likely have to fix the yards at its

cost. This rests on an assumption that the landscaping will not pass the inspection and will therefore have a financial incentive to fix the yards.

44. The strata also says that it may apply to the municipality to get part of the deposit released to the strata to fix deficiencies. The strata also says that repairing Mr. Hestvik's yard would jeopardize its ability to do so. The strata relies on the strata council meeting minutes from March 31, 2022. However, the minutes only say that a municipal clerk had suggested emailing the municipality to ask how much of a landscape deposit the developer paid. The strata has undisputedly taken no steps to obtain any funds from Urban Coast's deposit.
45. Mr. Hestvik says that the strata's insistence on dealing with Urban Coast is unreasonable. He relies on a March 2022 email from a municipal employee who said that even if the landscaping fails the inspection, Urban Coast would have 5 years after "Provisional Building Occupancy" to fix any deficiencies. The date of "Provisional Building Occupancy" is not in evidence, but in their email, the municipal employee described it as "recent". Mr. Hestvik says that this would be far too long for him to have to wait for a usable yard. Mr. Hestvik also argues that Urban Coast has shown through its actions over the past nearly 2 years that it will not fix Mr. Hestvik's yard.
46. I agree with the strata, to a point. I find that some of Mr. Hestvik's arguments are coloured by the sort of hindsight thinking that the court in *Slosar* warned against. By the spring of 2021, Urban Coast appeared to take the concerns about the yards seriously. I find that it was reasonable for the strata to accept Urban Coast's proposal to resod Mr. Hestvik's yard. It was soon apparent that the new lawn suffered from the same problems as the old one, but that does not make the strata's initial decision unreasonable. Then, by October 2021, the strata had again convinced Urban Coast that the lawns needed more work.
47. Urban Coast is not a party to this dispute, so it is unclear why it changed its mind about Mr. Hestvik's yard. Whatever the reason, through the early summer of 2022, I find that the strata reasonably believed that Mr. Hestvik's yard was on the list of yards that Urban Coast would fix.

48. I also note that the yards were just one item on a long list of deficiencies that the strata expected Urban Coast to fix. For most of the past 2 years, Urban Coast was also still building an amenity building. So, I find that it was reasonable for the strata to be tactful and cooperative for the strata's greater good. Indeed, this approach worked somewhat well as many of the defective yards (and other deficiencies) were fixed at no expense to the strata. Contrary to Mr. Hestvik's suggestions, I find that avoiding unnecessary cost was a legitimate consideration for the strata. Ultimately, the strata's approach benefitted some owners at the expense of others, which is the sort of difficult balancing exercise the strata was best placed to make.
49. I therefore find that the strata acted reasonably in how it addressed Mr. Hestvik's yard until the summer of 2022. However, as of late July 2022, I find that it was no longer reasonable for the strata to continue to focus its efforts on Urban Coast instead of remedying the problem itself. As Mr. Hestvik points out, Urban Coast's ongoing involvement in the strata does not change the fact that the strata is ultimately responsible for repairing and maintaining common property. Contrary to the strata's assertion that Urban Coast has not refused to fix Mr. Hestvik's yard, I find that Urban Coast has made it clear that it will not voluntarily repair Mr. Hestvik's yard. In the face of that refusal, and considering the poor condition of Mr. Hestvik's yard, I find that the strata cannot reasonably continue to avoid repairing the yard itself.
50. I therefore find that since the end of July 2022, the strata has breached its repair and maintenance obligations by failing to fix Mr. Hestvik's yard.

Did the strata treat Mr. Hestvik significantly unfairly?

51. The CRT can make orders to remedy significantly unfair actions under section 123(2) of the CRTA. In *Reid v. The Owners, Strata Plan 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.
52. I have already determined that the strata's actions before the end of July 2022 were reasonable. I find that for the same reasons, they were not significantly unfair. I acknowledge that Mr. Hestvik received differential treatment because other yards

were repaired while his was not. However, this was because of Urban Coast's actions, not the strata's. As discussed above, I find that the strata continually advocated for Urban Coast to fix Mr. Hestvik's yard along with the strata's other yards.

53. I find it unnecessary to determine whether the strata acted significantly unfairly after July 2022. I say this because the requested remedy for significant unfairness is damages. Mr. Hestvik also claims damages for the strata's breach of its repair and maintenance obligations. While Mr. Hestvik breaks these into 2 separate claims, I find that the measure of damages is the same, which is the amount of money it will take to compensate him for the loss of use and enjoyment of his strata lot.

What remedy is appropriate?

54. First, I agree with Mr. Hestvik that the strata must fix the yard to fulfill its obligations under section 72 of the SPA and bylaw 8(e). In the Dispute Notice, he asked for "proper drainage and soil" and "new sod". However, there is no expert evidence, such as a report from a landscape architect or similar professional, explaining how to permanently repair Mr. Hestvik's yard. I note that a landscape architect, Clark Kavolinas, wrote a brief letter to Urban Coast suggesting some investigatory first steps. Mr. Kavolinas's letter did not include a comprehensive opinion about how to fully repair the yard. Mr. Kavolinas is an owner in the strata.

55. Within 30 days of this decision, I order the strata to retain an independent landscape architect to determine the appropriate repairs to permanently fix the existing drainage problem. By independent, I mean that the strata must not hire Mr. Kavolinas, not because he is unqualified but because he is not truly impartial due to his obligation to contribute to the cost of any repairs.

56. Once the landscape architect has made their recommendations, I order the strata to complete repairs in accordance with those recommendations and resod the yard by June 30, 2023. I recognize that this is a long time. While the evidence is not entirely clear on this point, the evidence suggests that significant landscaping repair work can only be done in dry weather and that sod is not available until the spring. I do not want to make an order that the strata cannot fulfill for reasons outside of its control.

57. I turn next to the assessment of damages. I acknowledge that Mr. Hestvik's yard has largely been too ugly, too muddy, and too stinky to enjoy since he moved in. However, I find that Mr. Hestvik is only entitled to damages for the use and enjoyment of his yard starting in late July 2022. Because my order above does not require the strata to repair the yard until summer 2023, I find that an award of damages must include compensation for future harm. I note that under the law of nuisance, the court may make awards that reflect future harm when it does not order an injunction that will end the nuisance. See *Zhang v. Davies*, 2021 BCCA 196. I find that similar reasoning is appropriate here. While the CRT (like the court) will not make damages awards for speculative future events, I find that it may make orders about future harm of past events. I find that Mr. Hestvik would be undercompensated if my damages award did not include the time after this dispute that he will not have full use of his yard.

58. The strata argues that Mr. Hestvik has failed to mitigate his damages because he has not altered or repaired the yard himself. I reject this argument because, as the strata admits, it is not Mr. Hestvik's legal responsibility to repair and maintain the yard.

59. Mr. Hestvik refers to several CRT disputes and court cases where a resident received damages for the loss of use and enjoyment of a strata lot. None are specifically about the loss of use of a yard. For example, in *Chan v. Gibb et al*, 2019 BCCRT 1210, the CRT awarded \$5,000 in damages for 7 months of loud construction noise, which included evening and weekends. I find that the impact of a nuisance within a strata lot is more significant than a nuisance preventing the use of a yard. I find that \$2,000 is appropriate compensation for the loss of use and enjoyment of the yard.

60. I note here that Mr. Hestvik led evidence and made arguments about his wife slipping, falling, and injuring herself on the slippery mud in the yard. Mr. Hestvik's spouse is not a party to this dispute. He cannot make legal claims on behalf of other people, so I have not considered this evidence in assessing damages.

61. As for the claimed strata fee refund, there is nothing in the SPA that allows for strata fee refunds in any circumstance. In *Stewart v. The Owners, Strata Plan KAS 2601*, 2020 BCSC 809, at paragraph 106, the BC Supreme Court confirmed that strata fees

are mandatory and cannot be withheld in protest of strata actions. Mr. Hestvik refers to *Lozjanin v. The Owners, Strata Plan BCS 3577*, 2019 BCCRT 481. In that dispute, the CRT awarded an owner \$1,000 in damages for significant unfairness after the strata council failed to hold a hearing on request. Mr. Hestvik says that the CRT “seemed to” compensate the owner for strata fees. However, the CRT vice chair explicitly said at paragraph 54 that she did not, and could not, order a rebate on strata fees. I find that the same reasoning applies here. I dismiss Mr. Hestvik’s claim for a strata fee refund.

62. Nothing in this decision prevents the strata from pursuing the landscaping holdback from the municipality. Nothing in this decision prevents the strata from continuing its efforts to have Urban Coast permanently repair Mr. Hestvik’s yard or pursuing Urban Coast for the cost of repairs. In other words, the strata may fulfill the terms of my order by persuading Urban Coast to repair the yard, as long as those repairs are done by June 30, 2023, and as long as they are consistent with the strata’s landscape architect’s recommendations.

TRIBUNAL FEES, EXPENSES, AND INTEREST

63. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Hestvik was partially successful, so I find that he is entitled to reimbursement of half of his \$225 in CRT fees, which is \$112.50. In reply submissions, Mr. Hestvik said that he wanted to be reimbursed for legal fees he incurred after receiving the strata’s February 2022 letter. He did not say how much these legal fees were or provide any evidence about them, such as an invoice. In any event, I find that it would be procedurally unfair to consider this claim since he only raised it for the first time in reply submissions. I dismiss this claim. Mr. Hestvik did not ask for reimbursement of any other dispute-related expenses. The strata did not claim reimbursement of any dispute-related expenses or pay any CRT fees.

64. The *Court Order Interest Act* (COIA) applies to the CRT. Mr. Hestvik is entitled to pre-judgement interest on the damages award from July 22, 2022, a date I consider reasonable in the circumstances, to the date of this decision. This equals \$6.33.
65. The strata must comply with the provisions in section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Hestvik.

DECISION AND ORDERS

66. I order that:

- a. Within 30 days of the date of this order, the strata pay Mr. Hestvik a total of \$2,118.83, broken down as follows:
 - i. \$2,000 in damages,
 - ii. \$6.33 in prejudgment interest under the COIA, and
 - iii. \$112.50 in CRT fees.
- b. Within 30 days of the date of this order, the strata hire an independent landscape architect to provide written recommendations about how to repair the drainage problems in the common property yard behind Mr. Hestvik's strata lot.
- c. By June 30, 2023, the strata repair the drainage problems in the common property yard behind Mr. Hestvik's strata lot in accordance with the landscape architect's recommendations.
- d. By June 30, 2023, the strata resod the common property yard behind Mr. Hestvik's strata lot.

67. Mr. Hestvik is also entitled to post judgement interest under the COIA.

68. I dismiss Mr. Hestvik's remaining claims.

69. 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.

Eric Regehr, Tribunal Member