



# Civil Resolution Tribunal

Date Issued: October 20, 2022

File: ST-2022-002123

Type: Strata

Civil Resolution Tribunal

Indexed as: *Stojakovic v. The Owners, Strata Plan NW2406*, 2022 BCCRT 1147

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

NEDELJKO STOJAKOVIC

**APPLICANT**

**A N D :**

The Owners, Strata Plan NW2406

**RESPONDENT**

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## **REASONS FOR DECISION**

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Tribunal Member:

Eric Regehr

## **INTRODUCTION**

1. Nedeljko Stojakovic co-owns strata lot 114 in the strata corporation, The Owners, Strata Plan NW2406 (strata). Mr. Stojakovic claims that there is an ongoing leak in his strata lot that is the strata's responsibility. He asks for an order that the strata repair the leak and test that it is "properly done". He is self-represented.

2. The strata says that it reasonably responded to the leak issues in Mr. Stojakovic's strata lot. The strata asks me to dismiss his claims. The strata is represented by its council president.

## **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.
7. Mr. Stojakovic initially alleged that the strata was preventing him from joining the tower section executive. During facilitation, he amended his Dispute Notice to remove that claim. I have therefore not considered it in this decision.
8. Mr. Stojakovic did not upload any evidence to the CRT's online portal. In his submissions, Mr. Stojakovic said that he could not upload photos of the mold and stains and could not upload proof of his damages. At my direction, CRT staff emailed

Mr. Stojakovic to give him an additional opportunity to provide evidence. Mr. Stojakovic did not respond. I find that Mr. Stojakovic had a reasonable opportunity to provide evidence in this dispute.

## **ISSUE**

9. The issue in this dispute is whether the strata reasonably repaired a leak affecting Mr. Stojakovic's strata lot.

## **EVIDENCE AND ANALYSIS**

10. In a civil claim such as this, Mr. Stojakovic as the applicant must prove his case on a balance of probabilities. While I have reviewed all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
11. The strata consists of 128 strata lots in a 13-storey tower. Mr. Stojakovic's strata lot is on the 12<sup>th</sup> floor.
12. There is almost no information about the leak at issue. In his Dispute Notice, all Mr. Stojakovic said about his claim is that there was a "leak in my apartment" and that the strata was "neglecting my apartment service and repairs". Mr. Stojakovic indicated that he had been aware of his claim since May 2018. Mr. Stojakovic filed the Dispute Notice on March 23, 2022.
13. The strata's Dispute Response added little detail. It simply states that it had selected a contractor. This was filed on April 21, 2022.
14. As mentioned above, Mr. Stojakovic provided no documentary evidence to support his claims. The strata provided 2 documents. The first appears to be an excerpt from meeting minutes about parking stalls. It is unclear why this is relevant to a dispute about a leak.
15. The second is a July 13, 2022 invoice from a contractor about work done to repair a leak in unit 1207. Presumably, unit 1207 is Mr. Stojakovic's strata lot. The invoice

says that the contractor found leaks coming from the floor above. The contractor said that they fixed the leaks and did a water test, then repaired the damaged walls.

16. Mr. Stojakovic provided his submissions at around the same as this invoice. He does not say whether the leak had been repaired or not. He simply says that the strata is corrupt and that his family has suffered since 2018.
17. Mr. Stojakovic appears to allege that the strata unreasonably delayed repairing the leak, failed to repair the leak properly, or both. I find from the contractor's invoice that the leak in question was likely a common property repair that was the strata's responsibility under section 72 of the *Strata Property Act*. As an owner alleging that the strata failed to properly repair common property, Mr. Stojakovic must prove that the strata did not act reasonably in responding to the leak. Mr. Stojakovic has not explained anything about what the strata did in response to the leak, or what it should have done differently.
18. It may be that Mr. Stojakovic is satisfied with the July 2022 leak repair, and so no longer wishes to pursue his claim. In any event, in the absence of any evidence or explanation from Mr. Stojakovic, I find that he has not proven his claims, and I dismiss them.

## **TRIBUNAL FEES AND EXPENSES**

19. 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. Stojakovic was unsuccessful, so I dismiss his claim for CRT fees and dispute-related expenses. The strata did not claim any dispute-related expenses.
20. The strata must comply with the provisions in section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Stojakovic.

## **DECISION AND ORDER**

21. I dismiss Mr. Stojakovic's claims, and this dispute.

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Eric Regehr, Tribunal Member