Civil Resolution Tribunal

Date Issued: October 26, 2022

File: ST-2021-009426 and

ST-2022-000005

Type: Strata

Civil Resolution Tribunal

Indexed as: *Greene v. The Owners, Strata Plan BCS 3495*, 2022 BCCRT 1170

B E T W E E N :

JASON GREENE

**APPLICANT**

A N D :

The Owners, Strata Plan BCS 3495

**RESPONDENT**

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**REASONS FOR DECISION**

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Tribunal Member: J. Garth Cambrey, Vice Chair

## INTRODUCTION

1. These strata property disputes are about the installation of security cameras, patio enclosures, and an allegedly invalid and unenforceable parking bylaw. This decision

is for 2 linked disputes (ST-2021-009426 and ST-2022-000005) which include the same applicant and respondent, so I will issue a single decision for both disputes.

*2.* The applicant, Jason Greene, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS 3495 (strata). Mr. Greene has owned his strata lot since 2016. It is undisputed that he was employed by the strata as the "Facility Manager" from September 2019 to December 2020.

3. In dispute ST-2021-009426, Mr. Greene says the strata permitted the owner of a non-residential strata lot (commercial owner) to install security cameras on the exterior of the building without appropriate authority. I note the commercial owner is not a party to this dispute. In his Dispute Notice, Mr. Greene says the building exterior is common property and that the camera installation is a significant change under *Strata Property Act* (SPA) section 71, so the strata was required to pass a ¾ vote to approve the installation, which was not done. In his later submissions, Mr. Greene says the camera installation was contrary to the strata's bylaws because the strata did not have authority to give the commercial owner permission to install the cameras.

4. Mr. Greene also says the strata violates the *Personal Information Protect Act* (PIPA) because it does not have a "bylaw or privacy policy concerning the collection, storage and use of private information". He says the strata routinely enforces bylaws based on video surveillance from both its own security cameras located on common property and the commercial owner's cameras. Mr. Greene seeks orders that:

    a. The commercial owner's cameras be removed from the building exterior,

    b. The strata pass a bylaw about the use of video surveillance,

    c. The strata present a privacy policy that outlines personal information collection at a general meeting for ¾ vote approval,

    d. The strata install signage that states "Video Surveillance in use",

    e. The strata discontinue using the camera and fob system for bylaw enforcement, and

f. The strata discontinue or disable audio recording on the video surveillance system.

5. The strata says it installed video surveillance cameras on common property for security purposes. It says the SPA encourages this as the strata must "maintain and manage the common property in the best interests of all owners". The strata also says the cameras were installed for safety and crime prevention, and that it needs additional information about PIPA to determine if it is in breach of that legislation. I infer the strata asks that Mr. Greene's claims be dismissed.

6. In dispute ST-2022-000005, Mr. Greene says the strata council approved a significant change in use and appearance of an exterior common property patio area by the same commercial owner without passing a ¾ vote as required under SPA section 71. Mr. Greene also says parking bylaw 7.4(9) was approved for temporary visitor and customer parking when the strata's phase 3 tower was under construction. He says the parking stalls have now been allocated to owners and are located in a secure area, inaccessible to visitors, so the bylaw is unenforceable. However, he says strata owners have not been able to pass a ¾ vote to amend the bylaw.

7. Mr. Greene asks for orders that the strata:

   a. "Revoke an agreement with [the commercial owner for an] unapproved significant change in use and appearance of the building exterior", and

   b. "Remove" unenforceable bylaw 7.4(9).

8. The strata says the commercial owner's alteration was properly approved and that the parking stalls were allocated with "proper voting procedures". I infer the strata asks that Mr. Greene's claims be dismissed.

9. Mr. Greene is self-represented. A strata council member represents the strata.

10. As explained below, I order the strata to prepare a privacy policy under the requirements of PIPA. I decline to make orders about some aspects of Mr. Greene's PIPA claims and refuse to resolve others. I find the installation of the patio enclosure(s)

is a significant change in the appearance of common property and order the strata to hold a general meeting for the owners to consider a ¾ vote to approve the patio enclosure(s). If the vote succeeds, the matter is concluded. If the vote fails, the strata must take steps to revoke its approval of the patio enclosure(s) or remove the patio enclosure(s) at its cost, if they have been installed. I dismiss Mr. Greene's remaining claims.

## JURISDICTION AND PROCEDURE

11. These are the formal written reasons of the 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.

12. CRTA section 10 says the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. A dispute that involves some issues that are outside the CRT's jurisdiction may be amended to remove those issues.

13. 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.

14. 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.

15. Under section 123 of the CRTA and the CRT rules, 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.

## ISSUES

16. Mr. Greene withdrew one of his original claims during the facilitation stage of this dispute, consistent with CRT rule 6.1(1). The case manager amended the Dispute Notice before the parties provided their evidence and submissions, so I did not include the withdrawn claim in the summary provided above and I will not address it in this decision.

17. The remaining issues in this dispute are:

    a. Does the CRT have jurisdiction to resolve Mr. Greene's claim about PIPA? If so, has the strata violated PIPA and, if so, what is an appropriate remedy?

    b. Did the strata allow the commercial owner to install cameras or a patio enclosure on common property contrary to SPA section 71 or the strata's bylaws? If so, what is an appropriate remedy?

    c. Is bylaw 7.4(9) about visitor and commercial parking valid or enforceable?

## BACKGROUND, REASONS AND ANALYSIS

18. As the applicant in civil proceedings such as these, Mr. Greene must prove his claims on a balance of probabilities, meaning "more likely than not". I have reviewed all the submissions and evidence provided by the parties, but I refer only to information I find relevant to give context for my decision.

19. The strata was created under the SPA in July 2009 and built in 3 phases completed about July 2009, July 2012, and October 2014 respectively. Each phase included 1 residential tower. The strata has a total of 642 strata lots, with 628 residential strata lots located in the 3 towers, and 14 non-residential strata lots located at ground level.

The commercial owner owns non-residential strata lots 7, 8 and 9 (SL9) located at the southeast corner of the building.

20. When the strata was created on July 13, 2009, the owner developer filed bylaw amendments with the Land Title Office (LTO) that replaced the Standard Bylaws and created commercial and residential sections. Neither section is a party to this dispute. Subsequent bylaw amendments have been filed with the LTO that are relevant to this dispute, which I discuss below as necessary.

## ***Does the CRT have jurisdiction to resolve Mr. Greene's claim about PIPA? If so, has the strata violated PIPA and, if so, what is an appropriate remedy?***

*Jurisdiction*

21. PIPA is provincial legislation that governs how private organizations, including strata corporations, collect, use, disclose, and destroy personal information. The Office of the Information and Privacy Commissioner for British Columbia (OIPC) has jurisdiction to make decisions under PIPA that include disclosure of personal information. To that extent, I find the CRT does not have jurisdiction to determine if a privacy breach under PIPA occurred. For the reasons that follow, I find the CRT can order the strata to adopt a privacy policy as PIPA requires, but it cannot enforce that policy.

*The strata's privacy policy*

22. As mentioned, Mr. Greene says the strata is without a proper PIPA privacy policy because it has not approved a bylaw or privacy policy outlining the collection, storage and use of private information. By "private information", I infer Mr. Greene means personal information as defined under PIPA, which includes video surveillance of people, among other things. The strata says it needs additional information to determine if it is in breach of PIPA but does not say what information it requires or otherwise address Mr. Greene's claims. However, it did provide a copy of its security system rule passed August 25, 2021 in evidence, which I discuss below.

23. I confirm the strata is an organization as defined under PIPA so it must comply with that legislation. Under section 5 of PIPA, the strata must develop and follow policies

and practices necessary to ensure compliance with PIPA, develop a process to respond to complaints that may arise relating to the application of PIPA, and make the information about its privacy policy available on request. As noted by Mr. Greene, this is the decision I reached in *L.S. v. The Owners, Strata Plan ABC XXXX*, 2018 BCCRT 376, which I find applies equally here.

24. The strata has clearly developed policies and processes about its security systems, which includes video cameras, and enterphone and key fob access to the building and amenity rooms. These are set out in the strata's security system rule, which I find is equally enforceable as a bylaw. I say this because the PIPA Guidelines state a bylaw is considered a law under PIPA, so by adopting a bylaw, a strata corporation is authorized to collect, use and disclosure personal information *without consent* under the terms of the bylaw. A properly ratified rule, which is undisputedly the case here, has the same force and effect as a bylaw under SPA, so I find a properly ratified rule is also a law under PIPA.

25. However, recordings captured by video cameras and information tracked through enterphone and fob readers set out in the strata's rule, are only some aspects of how the strata must deal with personal information under PIPA. See the IOPC's Privacy Guidelines for Strata Corporations and Strata Agents document updated May 2022 (PIPA Guidelines) that generally states the strata has duty to protect personal information from loss or risk.

26. Based on PIPA section 5 and the PIPA Guidelines, I find the strata is not in full compliance with PIPA. Specifically, I do not find the strata's security system rule, discussed further below, meets all of the PIPA requirements. I find the strata must also prepare written policies and practices relating to complying with and responding to complaints arising from PIPA (privacy policy). Therefore, I order the strata to prepare a privacy policy that meets the full requirements of PIPA.

*¾ vote approval*

27. Mr. Greene argues that the privacy policy must be presented at a strata general meeting for ¾ vote approval. I disagree for the following reasons. First, I do not find

that PIPA prohibits the installation of video or surveillance cameras. Rather, I find the PIPA governs the collection, use and disclosure of personal information that includes personal information that might be obtained through use of video or surveillance cameras. In other words, PIPA does not govern the installation of cameras on common property, but it does govern what the strata can do with the personal information it obtains from video recordings captured by its cameras.

28. Second, under the PIPA Guidelines, the OIPC says that a strata corporation "***should*** pass a bylaw authorizing use of surveillance for purposes stated in the bylaw" [my emphasis]. Use of the word "should" indicates it is not mandatory. Finally, I have already found that a properly ratified rule is also a law under PIPA, which does not require passing a ¾ vote.

29. Therefore, while it might be prudent for the strata to have its privacy policy approved by a ¾ vote, such as in a bylaw, I find that is not required by PIPA or SPA. Therefore, I decline to make the order sought by Mr. Greene.

*Continued use of video surveillance equipment*

30. Mr. Greene argues that the strata cease using its video surveillance equipment until the privacy policy is approved. Mr. Greene cites *Herr v. The Owners, Strata Plan KAS 1824*, 2020 BCCRT 496 in support of his argument and specifically paragraph 40 that states:

> PIPA prohibits strata corporations from placing video cameras on common property unless the strata has bylaws allowing the video camera and residents are notified.

31. However, I have already found that the strata's security rule is equally enforceable as a bylaw, so I find *Herr* is of no assistance to Mr. Greene.

32. There is also no specific requirement in the SPA that owners must approve the installation and operation of cameras or security systems, except significant alterations

to common property that I discuss further below, and funding requirements that might require ¾ vote approval, which does not apply here.

33. In my review of PIPA decisions, the OIPC has considered if a strata corporation can use video surveillance to enforce certain bylaws and prevent and investigate property damage and found that it can. See the OIPC's order P21-06 indexed as 2021 BCIPC 35. That decision clearly outlines the steps taken by the adjudicator to determine if the strata corporation collected personal information, the purpose for collecting personal information, and if the strata corporation properly disclosed it's purpose for collecting personal information to individuals. The adjudicator found that proper disclosure occurred so found the strata could use video surveillance to enforce certain bylaws. I find that the circumstances of each case determine the outcome and that the proper venue to raise concerns about the use of video surveillance is with the OIPC.

34. Therefore, absent a finding under PIPA that the strata must stop using its video surveillance equipment, I decline to make such an order while the strata fully develops a privacy policy.

35. I turn now to the remaining aspects of Mr. Greene's argument and requested remedies. I note section 36(2)(e) of PIPA states jurisdiction over whether personal information has been collected, used or disclosed by an organization in contravention of the PIPA rests with the OIPC.

*Install signage*

36. There is no requirement in the SPA or the strata's bylaws that signage suggested by Mr. Greene must be installed. I find an order to install signage that states "Video Surveillance in use" falls under PIPA's jurisdiction. In the same OIPC order P21-06, the adjudicator found the posted signage met PIPA requirements after reviewing the circumstances particular to the issues.

37. Therefore, while it may be necessary for the strata to install signage about its video cameras to comply with PIPA, I refuse to resolve this aspect of Mr. Greene's claim under CRTA section 10, for lack of jurisdiction.

*Audio recording*

38. Mr. Greene also asks that the strata discontinue or disable using audio recordings. Mr. Greene provided another document entitled "Guidelines for Overt Video Surveillance on the Private Sector" dated March 2008, which I find relates to his request. The document appears to be a joint document issued by the OIPC, and the Offices of the Information and Privacy Commissioners for Alberta and Canada. Given the identical document is available on the OIPC website, I find it is current information. The document is a question and answer type document. It includes matters I have already addressed above, but also suggests, at page 3, that organizations should ensure that video surveillance complies with "all applicable laws, in addition to privacy legislation". As an example, the document says that if an organization uses a video camera that captures sound, it needs to consider the *Criminal Code* provisions dealing with the collection of private communications.

39. The SPA does not address audio recordings. Based on the joint document discussed above and the PIPA Guidelines, I find there is no requirement that the strata must not capture audio recordings. Rather I find the strata has discretion to do so but might face consequences under the *Criminal Code* if it improperly disclosures audio recordings it collects. In any event, I find this is really an argument that the strata has contravened PIPA. I therefore refuse to resolve this aspect of Mr. Greene's claim under CRTA section 10.

## *Did the strata allow the commercial owner to install cameras or a patio enclosure on common property contrary to its bylaws or SPA section 71?*

40. Strata bylaw 2.5(1) requires an owner to obtain the written approval of the strata before making an alteration to a strata lot that involves the exterior of a building, among other things. Bylaw 2.5(4) states that "notwithstanding the foregoing", an owner of a non-residential strata lot does not need written permission of the strata under the bylaw, if the alteration is in accordance with all applicable bylaws and rules, including municipal regulations and any other relevant governmental authority. Bylaw 2.6(1) requires an owner to obtain the prior written permission of the strata before making an alteration to common property. I find these are the strata's relevant to this dispute.

41. SPA section 71 says the strata must not make a significant change in the use or appearance of common property. There are 2 exceptions: if the change is first approved by a ¾ vote, or there are reasonable grounds to believe an immediate change is necessary to ensure safety or prevent significant loss or damage. The court has considered the term significant change and also determined that the strata must not allow an owner to make a significant change to common property under section 71. See *Foley v. The Owners, Strata Plan VR 387,* 2014 BCSC 1333.

42. I note the strata's rule about video surveillance discussed earlier does not address alterations or significant changes to common property, and no other rules were presented in evidence.

*Camera installation*

43. Mr. Greene argues that the strata gave the commercial owner permission to install certain cameras on the exterior of the building. It is undisputed, and I find, that the building exterior is common property. The parties appear to agree that the commercial owner operates the cameras and has access to video and possibly audio files, but I find if there is an issue about who operates the cameras, it is not before me. The issue before me is whether the cameras were installed contrary to the bylaws or SPA section 71.

44. The strata says that it installed the cameras, not the commercial owner. As noted, Mr. Greene must prove his claim. He did not provide any evidence, such as written witness statements, correspondence, or meeting minutes to support his assertion that the commercial owner installed the cameras. Absent such evidence, I accept the strata's position that it installed the cameras. In light of this finding, bylaws 2.5 and 2.6 do not apply to the camera installation, because they only apply to actions of an owner.

45. *Foley* is the leading case for determining what is a significant change in the use or appearance of common property. The court set out a list of non-exhaustive criteria at paragraph 19, as follows:

a. A change would be more significant based on its visibility or non-visibility to residents and its visibility or non-visibility towards the general public;

b. Whether the change to common property affects the use or enjoyment of the unit or number of units or an existing benefit of all unit or units;

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

d. Does the change impact on the marketability or value of the unit?

e. The number of units the building may be significant along with the general use, such as whether it is commercial, residential or mixed-use;

f. Consideration should be given as to how the strata corporation has governed itself in the past and what it is followed. For example, has it permitted similar changes in the past? Has it operated on a consensus basis or has it followed the rules regarding meetings, minutes and notices as provided in the SPA.

46. Mr. Greene provided photographs of some of the cameras. The photographs show some cameras installed behind or beside a sign and retractable awnings outside the commercial owner's strata lots and at least 1 camera installed near the commercial loading bay next to a commercial sign and glass awning. The strata does not comment on the camera locations. Based on the photographs, I find the cameras are not visible to strata owners and mostly not visible to the general public. This is especially true based on the photographs of the building exterior taken from a distance, which appear to be from across the street from the building.

47. I do not find the cameras affect the use and enjoyment of any strata lot, nor do I find the cameras create a direct interference or disruption of the common property use. Based on the large number of units in the building, I find there is no significant affect on the general use of the common property.

48. No evidence was provided about changes in marketability or how the strata has historically governed itself, other than what has been presented by the parties in this dispute.

49. Weighing the criteria set out on Foley, I find the camera installations are not a significant change in the use or appearance of common property. Therefore, a ¾ vote under SPA section 71 was not required for the camera installation. I dismiss this aspect of Mr. Greene's claim.

*Patio Enclosures*

50. I reach a different conclusion about the patio enclosures. From the evidence, I find the patio enclosure in question is actually 2 enclosures. One on the south side of SL9, and one on the east side of SL9. Neither enclosure was constructed at the time the dispute was commenced. The parties provided a fully executed "Alteration and Indemnity Agreement" between the strata and the commercial owner dated August 31, 2020. The agreement authorized the commercial owner to construct glass enclosures at the locations I have described based on a conceptual drawing attached to the agreement. The parties also provided photographs of the exterior areas next to SL9 without the enclosures. The photographs show the areas where the enclosures were to be constructed were already separated from the City sidewalks by railings or concrete planters and hedging. The conceptual drawing shows glass enclosures constructed within the areas separated from the City sidewalks, with glass walls and roofs connected to the building exterior and existing canopies. Despite Mr. Greene's assertion the patio enclosures would be constructed on limited common property, I find from the strata plan the ground level areas next to SL9 are common property.

51. Mr. Greene says ¾ vote approval is required under SPA section 71. The strata says its strata council has authority to approve the patio enclosures. It essentially says the strata council has discretion to determine what is a significant change and that SPA sections 119 and 125 authorize and encourage the strata to approve such alterations. I agree with Mr. Greene and disagree with the strata for the following reasons.

52. Bylaw 2.6 permits an owner to alter common property as long as they obtain the strata's prior permission. The commercial owner appears to have done this as evidenced by the agreement signed with the strata. However, as noted, section 71 says the strata must not make a significant change in the use or appearance of

common property, subject to passing a ¾ vote or in cases where there are reasonable grounds to believe an immediate change is necessary to ensure safety or prevent significant loss or damage. As found in *Foley*, the strata must also not permit an owner to make significant changes contrary to section 71. On the evidence before me I find there was no immediate need to install the patio enclosures. The strata's belief that its council can determine what is a significant change under section 71 is simply wrong. As discussed above, the court in *Foley* has determined the criteria that apply to establishing a significant change to common property. If a significant change would result based on the criteria, a ¾ vote must be passed.

53. Following the criteria set out in *Foley*, I find the installation of the patio enclosures would be a significant change in the appearance of common property based solely on the visibility. While some strata lots might find the enclosures visible, the enclosures would be highly visible by the general public. This is because of the location of the enclosures on the corner of the building immediately next to the City sidewalks. I do not find the use of the common property would be a significant change given the areas are already separated by railings or other dividers. While there is no evidence provided about marketability or the historical governance of the strata on patio enclosures, I agree with Mr. Greene that the enclosures would be create an interference or disruption to the "open space" concept of the common area enjoyed without the enclosures in place.

54. I also do not agree with the strata that SPA sections 119 and 125 authorize or encourage the strata to approve alterations to common property or specifically, patio enclosures. Section 119 says the strata must have bylaws and says what the bylaws ***may*** do. Other than having bylaws, there is no mandatory requirement set out in section 119. Similarly, section 125 says the strata ***may*** have rules and sets out what type of rules can be approved and how they are approved. It also does not relate to alterations of common property.

55. For these reasons, I find the strata acted contrary to SPA section 71 by failing to pass a ¾ vote to allow significant changes to common property that would result from the approved installation of the patio enclosures.

56. What then is an appropriate remedy?

57. Mr. Greene requests an order that the strata "revoke" the agreement it make with the commercial owner, which I find is the Alteration and Indemnity Agreement dated August 31, 2020 provided in evidence. However, I find the appropriate remedy is that ordered in *Foley*. That the strata be ordered to call a general meeting to consider a ¾ vote to approve the patio enclosures requested by the commercial owner and contained in the agreement and I so order.

58. It is unclear from the evidence whether the enclosures have been installed or if they have only been approved by the strata. If, at a properly held meeting, the enclosures are approved by the requisite ¾ vote, then that will be the end of this matter. If it is not approved, then the strata must takes steps to revoke its permission or, at its cost, have the patio enclosures removed and the common property restored to the state it was in before the enclosures were installed.

### *Is bylaw 7.4(9) about visitor and commercial parking valid or enforceable?*

59. Mr. Greene says bylaw 7.4(9) was temporary and is no longer valid or enforceable. He asks that it be "removed". I infer by "removed", Mr. Greene means removed from the LTO filed bylaws or repealed. The strata says the bylaw was properly passed, but in submissions the strata says that bylaw 7.4(9) "shall be removed". For the following reasons, I find Mr. Greene has not proved his claim.

60. There has been an ongoing dispute over parking bylaws, including bylaw 7.4(9). I will briefly review it's history for context. The bylaw was brought into force when it was fist filed with the LTO on June 30, 2011. It read:

> Second level Visitor Parking: Nine (9) spots will be reserved for the Commercial section from 6:00 am until midnight on the second level Visitor's parking. The remaining spots are strictly for use by Visitors with a Visitor's Parking Pass displayed.

61. The bylaw was amended on May 24, 2017 and a dispute was filed against the strata by the Commercial Section of BCS 3495 and 2 non-residential owners, including the commercial owner mentioned in this dispute, about the bylaw and use of certain parking stalls. In a February 1, 2019 decision indexed as *Section 1 of The Owners, Strata Plan BCS 3495 et al v. The Owners, Strata Plan BCS 3495*, 2019 BCCRT 133, a CRT vice chair found, among other things, that bylaw amendments, including the amendment to bylaw 7.4(9) filed on May 24, 2017 were unenforceable. She ordered that bylaw 7.4(9) filed June 30, 2011 remained applicable.

62. From LTO documents in evidence, a new bylaw 7.4(9) was added on December 9, 2021 and the old bylaw 7.4(9) was to be renumbered. A consolidated version of the bylaws provided in evidence that includes the renumbering shows the original bylaw 7.4(9) remains and the new bylaw is numbered as bylaw 7.4(7). I find nothing turns on the bylaws' numbers because the original bylaw wording has not changed.

63. Without more, I find that Mr. Greene has failed to prove original bylaw 7.4(9) was temporary, and is invalid or unenforceable so I agree with the strata that it was properly passed and remains enforceable. To the extent Mr. Greene argues the bylaw is physically unenforceable and the strata can not get the required number of votes to repeal the bylaw, he has not provided any evidence that is the case. For example, he has not provided photographs showing the parking area in inaccessible. Nor has he provided minutes of meetings where the strata considered repealing bylaw 7.4(9) and the ¾ vote failed. I dismiss Mr. Greene's claim that bylaw 7.4(9) was temporary, or is invalid and unenforceable.

64. I also note the strata provided a Notice of Application filed with the BC Supreme Court on April 20, 2022 by some commercial owners that shows there is an ongoing underlying dispute about commercial parking stalls. Although not entirely clear, the Notice of Application appears to involve the same parking spots at issue in 2019 BCCRT 133, and possibly the same parking bylaw at issue here. There is no evidence that the BC Supreme Court application has been heard and no final decision is before me. If the issues in the BC Supreme Court matter do involve the same parking bylaw

as this dispute, any decision made by the BC Supreme Court shall prevail and supersede my decision here.

## CRT FEES AND EXPENSES

65. 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 not to follow this general rule in this dispute. Mr. Greene was partially successful, so I order the strata to reimburse one-half of his $550.00 CRT fees for the 2 disputes, or $225.00. Neither party claimed dispute-related expenses so I order none.

66. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Greene.

## ORDERS

67. I refuse to resolve Mr. Greene's claims about video camera signage and audio recordings.

68. I order the strata to:

    a. Within 30 days of the date of this decision, reimburse Mr. Greene $225.00 for CRT fees,

    b. Within 60 days of the date of this decision, hold a general meeting for the strata owners to consider a ¾ vote to approve the patio enclosures set out in the August 31, 2020 Alteration and Indemnity Agreement between the commercial owner and the strata. If the vote succeeds, the matter is concluded. If the vote fails, the strata must take steps to revoke its approval of the patio enclosures or, remove the patio enclosures at its cost if they have been installed, and

    c. Within 90 days of the date of this decision, prepare a privacy policy consistent with the requirements of PIPA.

69. Mr. Greene is also entitled to post-judgement interest under the *Court Order Interest Act*.

70. I dismiss Mr. Greene's remaining claims.

71. 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.

J. Garth Cambrey, Vice Chair