



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Thompson v. The Owners, Strata Plan NW162*, 2023 BCCRT 381

B E T W E E N :

DEBRA THOMPSON and RENNIE AMUNDSON

APPLICANTS

A N D :

The Owners, Strata Plan NW162

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Kristin Gardner

INTRODUCTION

1. This dispute is about a move-in fee, records requests, and responsibility for legal expenses in the context of a strata corporation.
2. The applicants, Debra Thompson and Rennie Amundson, co-own strata lot 11 (SL11) in the respondent strata corporation, The Owners, Strata Plan NW162 (strata). The

applicants have undisputedly been involved in various legal proceedings against the strata over the previous several years. Most recently, in March 2019, the strata commenced a foreclosure petition in the BC Supreme Court (BCSC) against the applicants and their mortgagee, CIBC Mortgages Inc. (CIBC), over alleged unpaid strata fees and other charges. CIBC undisputedly paid the claimed amounts to the strata on the applicants' behalf, including the strata's legal expenses.

3. In this Civil Resolution Tribunal (CRT) dispute, the applicants make 5 substantive claims against the strata and seek 7 orders, which largely overlap with one another. The overlapping claims relate to payment of the strata's legal expenses for the 2019 foreclosure petition. The applicants say they improperly paid for those expenses twice: first, through CIBC's payment on their behalf, and second, through payment of their strata fees. The applicants say this is contrary to the *Strata Property Act* (SPA).
4. The applicants seek orders that the strata refund the applicants' proportionate share of the strata's legal expenses for the petition that they have paid for twice, which they say is at least \$508.60, and stop requiring the applicants to contribute to the strata's legal expenses for proceedings involving them. The applicants also seek orders that the strata provide records about its legal expenses, and that the CRT find the strata treated them significantly unfairly. Finally, the applicants say the amount CIBC paid the strata included a refundable \$200 move-in fee, but the strata has failed to refund it, and so the applicants claim a \$200 refund.
5. The strata says that owners are required to pay strata fees according to their unit entitlement under the SPA, and there is no discretion to exempt owners from their share. The strata says that it properly charged its legal expenses to the applicants for registering a lien against SL11 under section 118 of the SPA. I infer it is the strata's position that it does not owe the applicants any refund for their contribution to the strata's legal expenses.
6. The strata also says it has regularly provided the applicants with monthly financial statements. I infer the strata means that it has complied with its records disclosure

obligations under the SPA. The strata also denies that the applicants paid a \$200 move-in fee.

7. Ms. Thompson represents the applicants. The strata is represented by a strata council member.

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). 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. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, 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.
10. 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 the parties and witnesses questions and inform itself in any other way it considers appropriate.
11. 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.

Preliminary decision

12. A July 14, 2022 preliminary decision considered whether the CRT should refuse to resolve the applicants' claims about legal expenses for jurisdictional reasons. The tribunal member declined to refuse to resolve those claims at that early stage and

invited the parties to make further submissions about jurisdiction during the tribunal decision process.

13. Neither party disputed the CRT's jurisdiction to decide these claims. I find the claims, as they are framed, are in respect of the SPA and are not part of any ongoing BCSC proceedings. So, I find they are properly before me for determination.

Late evidence

14. After this dispute was referred to me for a decision, Ms. Thompson advised CRT staff that some of her evidence did not upload properly. Through CRT staff, I asked Ms. Thompson to provide the missing evidence, along with her submissions about its relevance. She provided 2 documents, including a credit card statement relating to claimed dispute-related expenses, and a copy of a Notice of Application relating to a court proceeding between the strata and a third party. I do not accept the late Notice of Application because I find it was already in evidence.
15. I find the evidence about dispute-related expenses is relevant. While the strata objects to Ms. Thompson's late evidence being admitted, the strata had an opportunity to provide submissions on it. So, I find there is no actual prejudice to the strata if it is admitted. Noting the CRT's mandate of flexibility, I have admitted Ms. Thompson's late evidence about claimed dispute-related expenses. However, nothing turns on this evidence, given I have dismissed the applicants' claims below.

ISSUES

16. The issues in this dispute are:
 - a. To what extent, if any, are the applicants entitled to a refund for the strata's legal expenses?
 - b. Should I order the strata to produce records to the applicants?
 - c. Did the strata treat the applicants significantly unfairly?
 - d. Are the applicants entitled to a \$200 refund for a move-in fee?

BACKGROUND, EVIDENCE AND ANALYSIS

17. In a civil proceeding like this one, the 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 refer only to what I find is necessary to explain my decision.
18. The strata consists of 21 strata lots in a 3-storey apartment building. The strata filed a complete set of bylaws in the Land Title Office (LTO) on December 20, 2001, which replaced all previous bylaws. I find these are the applicable bylaws. The strata also filed subsequent bylaw amendments in the LTO, most of which are not relevant to this dispute. However, I find the amendment to bylaw 2, filed on February 12, 2010, is relevant.
19. Bylaw 2 deals with payment of strata fees. The amendment to bylaw 2 added bylaw 2(3), which says any fines authorized by the bylaws or any costs the strata incurs to enforce the bylaws are due and payable forthwith. The amendment also added bylaw 2(4), which says all payments received from owners will be applied to charges in chronological order, from oldest to most current, regardless of the nature of the charges (i.e. chargebacks, fines, strata fees, or other charges). Finally, bylaw 2(6) says where an owner fails to pay strata fees on or before the first day of the month to which the fees relate, a fine of \$50 per month will be charged, and this fine can be levied every month the strata fee remains outstanding.
20. The strata provided extensive evidence and submissions about its history of various legal proceedings against the applicants and other conflicts, some of which date back to 2008. I find most of this evidence is largely irrelevant to this dispute, though I acknowledge it shows the strata and the applicants have a difficult relationship.
21. In any event, I find the applicants’ claims primarily relate to the strata’s most recent foreclosure petition referenced above. The relevant background is as follows.
22. The applicants’ strata lot account ledger in evidence shows that as of 2016, the strata had applied various fines, chargebacks, and other charges to the applicants’ account over the previous several years, many of which the applicants did not pay. I find the

validity of the charges and the reasons for the applicants' non-payment of those amounts are not relevant here. In summary, even though the applicants were generally paying their monthly strata fees, the strata applied those payments to the oldest charge on the account in accordance with bylaw 2(4). So, the strata also continued to apply a \$50 fine each month under bylaw 2(6) because it considered that months' strata fees to be unpaid.

23. Ultimately, in September 2016, the applicants stopped paying the strata anything, including monthly strata fees. Their reasons for doing so are not entirely clear, though I infer it related to the applicants' documented view that bylaw 2(4) was invalid. The evidence shows the strata sent the applicants several letters stating that if the applicants wanted to dispute the bylaws, they could pay the arrears into trust and file a legal action against the strata. There is no evidence that the applicants responded to these letters.
24. On February 1, 2019, the strata's lawyer sent the applicants a demand letter that they owed the strata \$16,148.62, including \$9,698.62 for strata fees arrears (from September 2016 to January 2019), \$5,900 for fines, \$100 for NSF charges, and \$450 for legal costs. The letter requested payment, failing which the strata might register a lien against the applicants' strata lot, apply to the BCSC to force the sale of their strata lot, or start a small claims court action for judgment against them. It is undisputed that the applicants did not pay the strata anything in response to this demand.
25. On March 1, 2019, the strata filed a foreclosure petition in the BCSC against the applicants and CIBC. In the petition, the strata alleged the applicants were in default of their obligation to pay strata fees and referenced a certificate of lien filed on February 28, 2019. A copy of the lien is not before me, nor is the amount of the lien.
26. The strata sought an order in the petition for judgment against the applicants for the unspecified amounts owing, such as common expenses, strata fees, interest, and reasonable legal costs, fees, and disbursements, including future unpaid charges and interest. It also sought an order that 30 days after the judgment is pronounced, the strata be granted exclusive conduct of the sale of the applicants' strata lot.

27. The strata says that CIBC contacted the strata's lawyer in April 2019 about paying the claimed amounts. While there is no supporting evidence of the communications between CIBC and the strata or its lawyer, it is undisputed that CIBC paid the strata's lawyer \$29,293.88 in July 2019.
28. The evidence shows that the strata then deposited the \$29,293.88 into its operating account and credited the applicants' strata lot account that same amount on August 9, 2019. The evidence indicates that the payment included \$12,262.93 for strata fees arrears, \$6,200 for fines, \$100 for NSF charges, \$8,430.95 for invoiced legal fees, \$2,250 for anticipated legal costs, and \$50 for "overpayment".
29. I find CIBC's payment represented the full amount of the strata's requested order for judgment in the foreclosure petition, which payment the strata credited to the applicants. This means the applicants paid, albeit indirectly, their strata fees and other charges applied to their strata lot account, as well as the strata's legal expenses related to the lien and the petition.

Responsibility for the strata's legal expenses

30. The applicants argue that they were improperly double billed for the strata's legal expenses. That is, they say through CIBC's payment to the strata, they paid the strata's claimed legal fees in the petition, and they also paid the same legal expenses through payment of their strata fees.
31. The strata says it was entitled to charge the applicants for its legal fees under section 118 of the SPA. That section says a strata corporation can add its reasonable legal fees, land title and court registry fees, and other reasonable disbursements related to registering and enforcing a certificate of lien to the amount owing under the lien. See *The Owners, Strata Plan KAS 2428 v. Baettig*, 2017 BCCA 377. So, I generally agree that the applicants were responsible for the strata's reasonable costs of registering and enforcing the lien against SL11, including legal fees.
32. The strata did not provide copies of the invoices for its legal fees and expenses related to the lien. However, the applicants do not argue the \$8,430.95 for invoiced

legal fees and \$2,500 for anticipated legal costs, which I infer relate to costs associated with concluding the foreclosure petition and removing the lien, were unreasonable. Rather, the applicants say they should receive a credit for their contribution to those expenses that they paid through their strata fees, as discussed below.

33. Generally, strata lot owners pay monthly strata fees to cover the strata's common expenses. SPA section 92(a) says the operating fund is to be used for common expenses that usually occur either once a year, or more often than once a year, or are necessary to obtain a depreciation report. Section 97(a) says the strata must not spend money from the operating fund unless the expenditure is consistent with the purposes of the fund as set out in section 92(a).
34. Each year, the strata must prepare an operating budget for common expenses that usually occur once per year or more frequently. Here, the evidence shows that the strata included a line item in its budget each year for "legal fees". The strata's 2019-2020 budget allocated \$12,000 to legal fees. The 2020-2021 budget for legal fees was \$20,000, and in 2021-2022 it was \$10,000.
35. The applicants submit that it was improper to use the operating fund to pay for expenses related to the foreclosure petition. They say that money the strata needed to bring legal proceedings against them should have been raised by a special levy.
36. The courts have found that payment of extraordinary legal fees like litigation expenses the strata chooses to incur, generally cannot be made from the operating fund because that type of expense is inconsistent with the purposes of that fund. See *The Owners, Strata Plan VR 2213 (Re)*, 2021 BCSC 905, referring to *Dockside Brewing Co. v. Strata Plan LMS 3837*, 2005 BCSC 1209, at paragraph 42, affirmed 2007 BCCA 183.
37. However, expenses for legal proceedings have also been considered legitimate operating fund expenditures in some circumstances. For example, in *Gemmell v. Strata Plan LMS 2374* (29 January 2008), Vancouver S076096 (BCSC), the BCSC found that a strata corporation properly used the operating fund for expenses to

defend itself against a variety of court and tribunal applications brought by an owner. The court noted that a one-time expense for legal fees, for a non-recurring problem, is generally something that requires approval by a $\frac{3}{4}$ vote resolution to fund. But, given the numerous ongoing proceedings the strata in *Gemmell* had to defend, the court found the strata's litigation expenses had been "transformed" into the type of expense that usually occurs at least once per year.

38. Similarly, in the CRT decision of *Chao v. The Owners, Strata Plan LMS1509 et al*, 2017 BCCRT 99, a tribunal member found that legal expenses associated with large scale litigation involving the strata, such as a BCSC petition to appoint an administrator to fulfil the strata's duty to repair and maintain common property, likely occur once a year or more frequently. So, in that circumstance, even large legal expenditures can be properly made from the operating fund when authorized by the majority approved budget. While CRT decisions are not binding on me, I agree with the reasoning in *Chao*.
39. Overall, given the *Chao* and *Gemmell* decisions, I find that whether a strata corporation may use the operating fund for litigation expenses is highly dependent on the circumstances giving rise to the expenses. If the strata corporation can show it is involved in regular or ongoing legal proceedings, such that necessary legal expenses are reasonably anticipated to occur at least once per year, I find it may be reasonable for the strata to budget and ultimately pay for those expenses through the operating fund.
40. Here, the evidence shows the parties were involved in several legal proceedings in the decade before the 2019 foreclosure proceeding, including at least 2 BC Provincial Court proceedings and 2 previous BCSC foreclosure petitions. The applicants' strata lot account also shows they repeatedly failed to pay strata fees and special levies on time and had a long history of unpaid bylaw fines. Overall, I find the strata reasonably anticipated it would incur legal expenses at least once per year to help it recover money the applicants owed. Further, I find that registering and enforcing a certificate of lien is a relatively routine proceeding and generally unlikely to result in

extraordinary legal expenses. As noted, the strata is also normally entitled to recover those expenses under SPA section 118, so long as they are reasonable.

41. For all these reasons, I find the strata did not breach section 97(a) of the SPA by using the operating fund to pay its legal expenses for the foreclosure petition.
42. However, under section 171(5) of the SPA, if an owner is being sued by the strata, that owner is not required to contribute to the costs of bringing that legal proceeding. I find that means the strata must ensure that an owner it is suing does not contribute to the strata's legal expenses related to that suit. So, if a strata corporation uses its operating fund to pay for an expense related to a legal proceeding against an owner, I find the strata must credit that owner for their share of that expense.
43. While the strata initially used the operating fund to pay its legal expenses for the foreclosure petition, it undisputedly deposited CIBC's payment (which included reimbursement of the strata's legal expenses) into the operating fund. Therefore, I find that the owners, including the applicants, did not pay the strata's legal expenses through their strata fees, as those expenses were ultimately reimbursed.
44. In other words, even though the strata should have ensured the applicants did not initially contribute to its legal expenses, the CIBC payment corrected those errors by reimbursing the applicants' contribution, along with the rest of the owners, and replenishing the operating fund. For this reason, I find no remedy is required to remedy the strata's breach of the SPA.
45. In the end, I find that only the applicants paid the strata's legal expenses for the lien and foreclosure petition through CIBC's payment. So, I find the applicants have not shown they double paid for the strata's legal expenses related to the lien or the petition.
46. The applicants also argue the strata was not entitled to accept payment for its legal fees before the court made a final decision on the foreclosure petition, including an order for costs. I disagree for the reasons set out above. That is, I find section 118 of the SPA does not require a court to make an order that the strata is entitled to its

reasonable costs related to registering and enforcing a lien. Rather, SPA section 118 simply entitles a strata to those expenses when it files and enforces a lien against an owner's strata lot. So, I find the strata was permitted to collect its legal fees from the funds CIBC paid on the applicants' behalf.

47. For all these reasons, I dismiss the applicants' claim as it relates to obtaining a refund of their contribution to the strata's legal expenses. As the strata is already required under the SPA to ensure an owner does not contribute to the strata's costs of bringing legal proceedings against that owner, I find it is unnecessary to order the strata to comply with this requirement going forward.

Should I order the strata to produce records to the applicants?

48. The applicants say they want the strata to provide records about its legal expenses to ensure they have not contributed through their strata fees to any costs of legal proceedings the strata has brought against them. The applicants did not set out the specific documents they request in the Dispute Notice.
49. SPA sections 35 and 36 address document disclosure and refer to the *Strata Property Regulation* (Regulation). In general, section 35 of the SPA and section 4.1 of the Regulation set out what documents and records the strata must prepare and retain, and the length of time the strata must retain them. Section 36 of the SPA and section 4.2 of the Regulation address what documents can be requested, who can request them, and how much a strata corporation may charge to provide copies.
50. Documents listed in SPA section 35 that could potentially be relevant to the applicants' claim, include: books of account showing money received and spent and the reason for the receipt or expenditure, legal opinions obtained by the strata, and correspondence sent or received by the strata corporation and council. However, there is no evidence before me that the applicants have specifically requested these documents from the strata, or that the strata has refused to produce any particular documents listed in SPA section 35.

51. In submissions, the applicants say the strata should produce complete legal invoices and “legal ledgers”.
52. The courts have found that a strata corporation is only required to provide access to or copies of documents that are listed in SPA section 35. It is not required to disclose or provide any other documents. See for example, *The Owners, Strata Plan NWS 1018 v. Hamilton*, 2019 BCSC 863 at paragraph 3.
53. Further, in *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610, the BCSC found that the SPA does “not require the production of every bill or receipt” that may be reflected in the strata’s books of account. This means that the strata is not required to disclose copies of invoices. For this reason, I decline to order the strata to produce complete legal invoices, as requested.
54. It is unclear exactly what the applicants mean by a “legal ledger”. A legal ledger is not one of the documents the strata is required to prepare or retain under SPA section 35, and so I decline to order the strata to produce this requested document.
55. The applicants also submit that the strata should produce copies of other legal proceedings the strata is a party to. However, I find legal pleadings and proceedings generally are not documents listed in SPA section 35. Rather, the strata is only required to retain copies of any decisions made by an arbitrator, judge, or the CRT, where the strata is a party.
56. As noted, the strata says it has provided the applicants with monthly “financials”, which the applicants do not dispute. While neither party provided a copy of those financials, I infer they are the strata’s books of account. I note that given the evidence showing the strata is involved in legal proceedings with owners other than the applicants, I find it would likely be reasonable for the strata’s books of account to indicate which matter each legal expenditure relates to. In any event, as the applicants have not requested the strata’s books of account, I decline to order the strata to produce them.
57. I dismiss the applicants’ claim for production of documents.

Did the strata treat the applicants significantly unfairly?

58. As noted, the applicants ask the CRT to find the strata treated them significantly unfairly. I find from the applicants' submissions that this request relates mainly to the applicants' allegation that the strata should have held CIBC's payment in trust pending a decision on the foreclosure petition and an order about costs.
59. The CRT has authority to make orders remedying a significantly unfair act or decision by a strata corporation under section 123(2) of the CRTA. This provision contains similar language to section 164 of the SPA, which allows the BCSC to make orders remedying significantly unfair acts or decisions. The court recently confirmed that the legal test for significant unfairness is the same for CRT disputes and court actions: *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113.
60. In *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173, the court stated that significantly unfair actions are those that are burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust, or inequitable. In applying this test, the owner or tenant's reasonable expectations are a relevant factor but are not determinative. The test for whether an owner's expectation was reasonable includes asking a) whether the objective evidence supports the owner's stated reasonable expectation, and b) whether a significantly unfair strata action violated that expectation. See *Dolnik and Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44.
61. Here, I find it is clear the applicants expected the strata to hold CIBC's payment in trust. The question is whether that expectation was reasonable in the circumstances. I find it was not. My reasons follow.
62. The strata undisputedly brought a foreclosure petition against another owner, TH, at about the same time as the strata's 2019 foreclosure petition against the applicants. The applicants say the petition against TH ultimately settled and her payment to the strata was kept in trust under section 114 of the SPA. SPA section 114 says that if there is a dispute about whether an owner owes the strata money and court or CRT

proceedings have been started, the owner may pay the disputed amount to the strata to hold in trust until the dispute is resolved.

63. The applicants say it is unfair that TH's payment was held in trust, while CIBC's payment made on their behalf, was not. The difficulty is that there is no evidence about TH's payment other than the applicants' submissions. So, even if the strata put a payment from TH in trust, I find there is insufficient evidence that the circumstances were similar to what occurred in the applicants' case, such that their expectation of similar treatment was reasonable. Further, it appears from the applicants' submissions that TH's alleged payment was well after CIBC's payment. Therefore, I find the applicants' expectation that CIBC's payment would be held in trust could not have been based upon what happened in TH's case.
64. So, I turn to consider the circumstances of CIBC's payment. The applicants say they made a written request to the strata and its lawyers to hold CIBC's payment in trust under section 114 of the SPA. I infer it is the applicants' position that they reasonably expected the money to be held in trust based on their requests. However, the applicants did not provide any supporting evidence of their alleged requests. So, I find it unproven that the request was made.
65. Even if I accepted that the applicants requested the money be held in trust, I find their expectation that the strata would do so was unreasonable. Based on their submissions, I find that despite CIBC's payment, the applicants thought the petition would still proceed. It seems the applicants intended to raise defences to the petition about the validity of bylaw 2 and the contested charges on their strata lot account. However, once CIBC paid out the strata's claim, the strata was not obligated to pursue its claim, regardless of the applicants' desire to argue their defences. In fact, the strata says its lawyer attempted to have the applicants sign a consent dismissal order, which the applicants do not dispute. Overall, I find it should have been clear to the applicants that CIBC's payment essentially ended the strata's foreclosure petition against them.

66. More importantly, there is no evidence that the applicants had started their own court or CRT proceeding to dispute the validity of bylaw 2(4) or the contested amounts applied to their strata lot account. For that reason, I find section 114 of the SPA did not apply to CIBC's payment, and so there was no requirement for the strata to hold the funds in trust as the applicants allege.
67. For all these reasons, I find the applicants' expectation that CIBC's payment would be held in trust was not objectively reasonable.
68. I also find the strata's actions in depositing CIBC's payment into the operating fund and crediting the applicants' strata lot account by the paid amount was not significantly unfair. Strata fees, fines, and NSF charges are generally paid into the operating fund. As noted above, the strata's legal expenses were likely initially paid from the operating fund, and I find it was appropriate to reimburse those expenses with CIBC's payment.
69. Further, I find the applicants' strata lot account was properly credited for the unpaid strata fees, fines, and other charges. Had the applicants wanted to dispute the validity of the fines and bylaw 2 generally, they could have started their own legal proceedings, as the strata repeatedly invited them to do. The applicants have not requested any such determination in this CRT dispute, so I make no findings about those issues.
70. Overall, I find the applicants have not established that the strata's actions in dealing with CIBC's payment of its foreclosure petition were burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust, or inequitable. That is, I find the strata did not treat the applicants significantly unfairly, and I dismiss this aspect of the applicants' claim.

The \$200 move-in fee

71. The applicants say that part of CIBC's \$29,293.88 payment to the strata included a \$200 refundable move-in fee, which the strata has since failed to refund to the applicants. Bylaw 42.6 says residents must pay a refundable \$200 damage deposit

48 hours before any move. The strata denies that CIBC's payment included a move-in fee.

72. The parties provided evidence and submissions about a May 29, 2011 incident where the strata alleged the applicants failed to pay the required \$200 move-in deposit when moving a large desk up to their strata lot. There is no other evidence before me about a refundable move-in fee.
73. As noted above, CIBC's payment included only unpaid strata fees, fines, NSF charges, and legal expenses, which neither party disputes. I find the evidence does not establish that the payment included a refundable move-in fee, and so I dismiss the applicants' claim for a \$200 refund.
74. I acknowledge the applicants submit the \$200 may relate to a fine for their alleged failure to pay the move-in deposit in 2011. The strata denies it imposed any fine for that incident. Further, the applicants did not raise the validity of the alleged fine in the Dispute Notice, and so, to the extent that they argue the fine should be reversed, I find that issue is not properly before me, and I decline to address it. I note it would appear the time for the applicants to bring such a claim has likely expired in any event.

CRT FEES AND EXPENSES

75. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. As the applicants were unsuccessful, I dismiss their claim for reimbursement of their CRT fees and \$237 in claimed expenses for searching and obtaining court records and obtaining records from the strata.
76. As the successful party, the strata did not pay any fees and did not claim any expenses, so I make no order.

77. Under SPA sections 167(2) and 189.4, an owner suing a strata corporation (including a CRT dispute), is not required to contribute to the strata's cost of defending the suit or dispute.
78. The applicants provided a copy of a June 1, 2022 invoice showing the strata paid for legal services related to a CRT dispute, though it references TH. The applicants say the strata has not reported any CRT dispute involving TH, and so they suggest the June 1 invoice may relate to this CRT dispute. The strata did not specifically respond to this issue. Overall, I find there is insufficient evidence to prove the June 1 invoice relates to this CRT dispute.
79. Nevertheless, I remind the strata that it must comply with SPA section 189.4, which includes not charging dispute-related expenses against the applicants. This would include crediting the applicants for their proportionate share of any expenses related to this CRT dispute that were paid from the operating fund.

ORDER

80. I dismiss the applicants' claims, and this dispute.

Kristin Gardner, Tribunal Member