



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Kravariotis v. The Owners, Strata Plan VR610*, 2023 BCCRT 829

B E T W E E N :

KONSTANTINOS KRAVARIOTIS and VIVIAN SHARMA

APPLICANTS

A N D :

The Owners, Strata Plan VR610

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Leah Volkers

INTRODUCTION

1. This dispute is about windows in the respondent strata corporation, The Owners, Strata Plan VR610 (strata). The applicant Konstantinos Kravariotis owns strata lot 12 (SL12) and the applicant Vivian Sharma co-owns strata lot 14 (SL14).

2. The strata undisputedly replaced the window panes, referred to as insulated glass units (IGUs), in SL12 and SL14's windows in 2021. The applicants say that following the IGU replacements, SL12 and SL14's windows continued experiencing moisture issues, which they say caused damage to the window sills, walls and flooring near the windows. The applicants ask for the following orders:
 - a. The strata replace SL12 and SL14's windows as recommended by Beck Glass in its April 12, 2022 assessment, and
 - b. The strata repair the damaged window frames, sills, and walls in SL12 and SL14 and the living room floor in SL12.
3. The applicants listed \$120,000 as the monetary value for the above requested orders, but I find they do not actually claim any monetary award.
4. The strata says it has made efforts to address the window issues, and continues to do so. It says it has already approved quotes to address the windows' caulking and sealing issues, and argues the applicants' claims are moot.
5. The applicants are both represented by Mr. Kravariotis. The strata is represented by a strata council member.

JURISDICTION AND PROCEDURE

6. 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). 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.
7. 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.

8. 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.
9. Under CRTA section 123, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

Preliminary matters

Late evidence

10. The applicants provided late evidence in this dispute. The strata was provided with the late evidence and an opportunity to respond, and did not object to the late evidence. The late evidence consists of 2 separate April 12, 2023 quotes from A1 Windows to replace the windows in SL12 and SL14, respectively. Consistent with the CRT's mandate that includes flexibility, I find there is no actual prejudice to the parties in allowing this late evidence. I allow the late evidence as I find it relevant.

Character limits and claim submissions

11. In their final reply submissions to their dispute-related expenses claim (claim 120719), the applicants argued that it was unfair for the strata to provide a portion of its response arguments for the primary claim (claim 120698) in the response argument section for claim 120719. The applicants say this is an attempt to supersede the CRT's character limit and provide additional arguments on the applicants' primary claim.
12. CRT rule 7.3(5) limits arguments to 20,000 characters per claim, except for dispute-related expenses and interest claims, which are limited to 2,500 per claim. The strata's response arguments in claim 120719 totalled 18,460 characters. Based on

what I infer is a technical glitch, the strata's response arguments were not limited to 2,500 characters. I note the strata's total permitted character limit for all 3 claims was 25,000, and the strata's total character count is in excess of 36,000 characters.

13. The applicants say it is unfair to consider these additional arguments. They say they cannot respond to the strata's arguments, and argue these additional arguments should not be considered. I note the applicants did not explain why they did not attempt to respond to the strata's response arguments. However, correspondence between the applicants and the CRT indicate that the applicants requested additional characters for their final reply arguments. I infer the applicants may have been confused about what was required for them to be granted an increased character limit.
14. In light of the above request, and in order to ensure the decision is procedurally fair, I gave the applicants the opportunity to provide further final reply submissions to the strata's response submissions contained in claim 120719, limited to an additional 10,000 characters. The applicants responded by providing a copy of their original final reply submissions. They did not provide any further final reply submissions.
15. Therefore, the applicants were provided with an opportunity to provide further reply submissions, and did not do so. I find the applicants have not been prejudiced by the strata's technical non-compliance, and I have considered the strata's response arguments in full.

Requested remedies

16. In their submissions, the applicants asked for orders that the strata:
 - a. Engage a reputable company to replace the windows,
 - b. Comply with the City of Vancouver building codes, the general contractor's recommendations, and the window specifications when replacing the windows and related systems,
 - c. Repair and replace related damage to the window sills & walls, and

- d. Be responsible for all related financial costs related to the window replacements, both presently known and in the future.
17. The strata argues that the applicants have asked for additional relief in their submissions, which is procedurally unfair. I agree that the above requested orders were not included in the application for dispute resolution, except for the requested orders for the strata to replace the windows, and to repair damage to the window sills and walls. I find it would be procedurally unfair to consider the new requested orders without the strata having the opportunity to address them, so I have not considered them in this dispute.

ISSUES

18. The issues in this dispute are:
- a. Are the applicants' claims moot?
 - b. Did the strata breach its duty to repair and maintain SL12 and SL14's windows?
 - c. What remedies are appropriate, if any?

EVIDENCE AND ANALYSIS

19. In a civil claim like this one, the applicants must prove their claims on a balance of probabilities (meaning more likely than not). I have reviewed all the parties' submissions and evidence, but I only refer to what is necessary to explain my decision.
20. The strata was formed in 1979, and consists of 41 strata lots in one building. SL12 and SL14 are located next to each other on the 2nd floor facing north.
21. The strata repealed and replaced its bylaws in 2016. After 2016, the strata filed further bylaw amendments, but none are relevant to this dispute. I address the relevant bylaws below.

Background

22. It is undisputed that there were window issues prior to the IGU project. In June 2017, the strata had received an engineering report on the building's status, which said the source of leaks was complex and varied, including failed windows and failed exterior caulking, among other things. The 2017 engineering report is not in evidence.
23. In 2020, the strata surveyed the owners about the condition of their windows. The owners unanimously voted to replace existing window panes with new IGUs at a November 30, 2020 annual general meeting (AGM). The AGM minutes noted that the replacement IGUs would be inserted into the existing aluminum window frames with additional sealant, and the exterior re-caulked.
24. The strata hired WSP Canada Inc. (WSP), an engineering consulting firm, to oversee the IGU project, and Beck Glass to replace the IGUs.
25. It is unclear exactly when the windows panes in SL12 and SL14 were replaced with new IGUs. However, I infer from the parties' submissions and evidence as a whole that it was in mid-2021.
26. Mr. Kravariotis moved into SL12 in September 2021. Ms. Sharma has owned SL14 since before the IGUs were replaced.
27. As noted, the applicants say that within a few months of the IGUs being replaced, the windows in SL12 and SL14 started to show condensation and moisture to the extent that mould developed. With that brief background, I turn to the applicants' claims.

Are the applicants' claims moot?

28. A claim is "moot" when there is no longer a live controversy between the parties. The CRT will generally dismiss a moot claim.
29. The strata says the applicants' requested remedy is for the strata to act on Beck Glass's April 12, 2022 quotes. The strata says these quotes indicate total repairs valued at \$1,963.49, not \$120,000 as requested by the applicants. The strata says it

has already approved the April quotes, “albeit at the proper value of \$1,963.49”, and so there is no longer a live controversy.

30. The applicants’ requested remedy is for the strata to “act upon the recommendations of **replacing all the windows as recommended** by the hired contractor Beck Glass **and specified** in his Assessment dated April 12/22” (my bold emphasis added). The two April 12, 2022 quotes from Beck Glass total \$1,963.49, and are for repairs, not replacement, although they say that replacement is the only guaranteed solution to the condensation issues. So, based on the language and \$120,000 dollar value of the applicants’ requested remedy, and the quotes themselves, I find it obvious that the applicants are asking for an order that the strata replace the windows in SL12 and SL14 based on the Beck Glass’s comments in the April 12, 2022 quotes.
31. It is undisputed that the strata has not replaced the windows in SL12 and SL14 since this dispute was initiated. Further, the applicants have also asked for an order that the strata repair the window sills, frame, and some walls and flooring. The April 12, 2022 quotes do not address the walls and flooring.
32. Given all the above, I find there is still a live controversy between the parties and the applicants’ claims are not moot.

Chronology and evidence

33. The applicants say both SL12 and SL14 experienced similar problems with excessive condensation, moisture build-up, and mould growth in bedroom and living room windows after the IGUs were replaced. It is unclear whether these issues were worse than before the IGU replacements.
34. The applicants say that in SL12, the bedroom and living room windows fog up and there is significant condensation, and after it rains water builds up in the window channels. They say the window channels fill with water every 2 to 3 days, and they use towels to soak it up. It is unclear whether this occurs only during rainy periods, or all the time. They also say Mr. Kravariotis purchased a dehumidifier to pull any extra water out of SL12. They say the window issues have damaged the window sills and

the walls underneath the living room windows, and damaged the living room flooring near the exterior wall. They also say the window issues have damaged both bedrooms' window frames and window sills and the walls underneath and adjacent to them.

35. The applicants say that in SL14, there is a gap between the newly installed glass and frame, the exterior of which is badly warped, allowing a significant amount of external airflow in SL14. They also say the bedroom walls and window sill have deteriorated after earlier repairs that I infer predated the IGU replacement.
36. On October 23, 2021, Mr. Kravariotis emailed the strata manager and said a "fair amount of moisture" was accumulating around a bedroom window in SL12. At an October 26, 2021 strata council meeting, the strata asked the strata manager to assess the condensation to determine if further action was warranted. The strata manager asked Mr. Kravariotis for more information about the moisture issues.
37. In November 2021, Ms. Sharma emailed the strata advising that the newly installed bedroom window in SL14 had continually shown condensation since it was installed. She also said the living room windows would occasionally fog up but had not shown condensation.
38. On December 9, 2021, Mr. Kravariotis emailed the strata manager and said there had been a higher amount of moisture around the windows in SL12. They said the living room floor next to the outer wall seemed to have been soaked by water ingress from the outer wall. They asked the strata to have someone inspect and give their opinion on why this was occurring and how to fix it. In response, the strata manager asked Mr. Kravariotis to confirm whether Beck Glass had visited SL12 for the window concerns. Mr. Kravariotis responded that a Beck Glass representative had attended SL12 in early December 2021, and had confirmed there was a water issue with the windows.
39. On February 5, 2022, Mr. Kravariotis emailed the strata manager requesting an update following Beck Glass's inspection.

40. On February 27, 2022, Ms. Sharma emailed the strata manager and said she had called a contractor to inspect the leaking bedroom window and wanted to discuss what the next steps would be to address the windows. She also included in her email what I infer is her contractor's observations that the windows had been badly sealed, the seal was missing in some areas, allowing breeze and condensation to form across the window, and damage to the window sill. The contractor recommended that the window be resealed properly.

Beck Glass's April 2022 quotes

41. On April 11, 2022, Beck Glass emailed the strata manager summarizing its findings following a March 2, 2022 visit to SL12 and SL14. Beck Glass said the water running down the windows in SL12, SL14 and one other strata lot was not a result of the IGU replacements. Beck Glass said the windows do not have thermally broken frames, and there was a condensation issue as a result. Beck Glass also said the middle of the window frames had settled, causing them to sag in the middle. Beck Glass said the drain holes were at the ends, which would not allow any condensation to drain out. Beck Glass provided 2 repairs options, as follows:

- a. Replace the window frames with new thermally broken frames, or
 - b. Attempt specific targeted repairs to the existing window frames, including drilling new drain holes, and resealing and recaulking the window frames.
42. As noted, Beck Glass provided 2 April 12, 2022 quotes to re-caulk and place spray foam along the trim of SL12 and SL14's windows. In both quotes, Beck Glass indicated the quoted repairs would be an attempt to address the windows' condensation, but said the only way to guarantee no condensation in the windows was to replace them.
43. In April and May 2022, the applicants asked the strata to complete the repairs, and the strata continued to ask for more information from the applicants about the extent of the issues.

44. At a May 16, 2022 strata council meeting, both Mr. Kravariotis and Ms. Sharma presented their concerns about the windows and asked for the strata to address windows issues. I note the applicants raised some concerns with how the strata conducted the meeting. However, I have not addressed those issues because the applicants have requested no remedy for them.
45. On May 20, 2022, the strata said it would not accept responsibility for the internal condensation or damage within SL12 and SL14. The strata accepted responsibility to maintain the building's exterior to at least the centre of the double-glazing, but said the condensation in the space between the two panes may be from excess humidity within the strata lots. The strata suggested the applicants could carry out the recommendations in the April 2022 Beck Glass quotes, or pursue a remedy through their homeowner insurance.

Barry DeMerchant report

46. On May 23, 2022, the applicants obtained a report from Barry DeMerchant, who owns and operates Diadem Renovations. In their report, Barry DeMerchant said they had 30 years experience in construction, contracting and renovations and general contractor. So, I accept they have general construction expertise and are qualified to provide their opinion on the general state of the windows and surround sills. Barry DeMerchant said the windows were "aged out" and the deteriorated seals and caulking were a major concern. They recommended replacing the windows entirely to comply with "today's building codes". They also recommended removing and replacing the rotting sills to ensure mould was removed and not able to spread further.
47. At the July 18, 2022 strata council meeting, and following correspondence from the applicants' legal counsel, the strata council voted to retain WSP, the engineering consulting firm used at the start of the IGU project, to provide guidance on the window issues.
48. On July 26, 2022, the applicants submitted their application for dispute resolution.

49. On August 22, 2022, WSP submitted a proposal to the strata to investigate the reported deficiencies with the new IGUs in 3 strata lots, including SL12 and SL14.
50. On August 23, 2022, the strata emailed the applicants to advise it had decided the best route was to obtain expert opinions on the window issues.

WSP report

51. WSP provided an October 2022 report authored by David Evans, a professional engineer, for the 3 strata lots that WSP investigated. I find the WSP report complies with the CRT rules for expert evidence. The email correspondence shows that when the strata proposed retaining WSP in August 2022, the applicants raised some concerns with WSP's neutrality given its previous involvement at the beginning of the IGU project and the strata council allegedly being unhappy with their services. However, the evidence does not support a finding that WSP was not neutral in providing its October 2022 report.
52. WSP found that the window issues in SL12 and SL14 were the result of condensation. It recommended some further testing to rule out the possibility of water ingress in SL12, but not in SL14, where only air leakage was suspected. WSP said the non-thermally broken metal windows frames offered poor thermal performance and were susceptible to condensation during the colder months. WSP confirmed the IGU project replaced the "glazing units only", and left the original window frame in place. WSP said the condensation could be reduced by lowering the interior humidity level and improving ventilation. Notably, WSP did not recommend the strata replace the window frames in SL12 and SL14.
53. On November 16, 2022, Beck Glass's general manager, Merle Beck, emailed the strata council. They said they had not reviewed the WSP report, but said they had explained to the owners that the building's existing window frames were over 40 years old, and were non-thermally broken frames. They said SL12 had more humidity compared to SL14, and said "to solve most of their issues would be to replace the windows". In response, the strata asked Beck Glass to provide quotes to replace the windows in SL12 and SL14.

A1 Windows report

54. The applicants provided a December 14, 2022 report from A1 Windows, following its inspection of SL14 on September 1, 2022. The report is authored by Rob Elliot, who is listed as a “multi family advisor” and a “certified journeyman” in the glazing industry. A1 said the windows were in “bad shape” and needed to be replaced with new high rise aluminum thermally broken windows, including new sealed units that will meet the current Vancouver building code.
55. A1 windows also provided the applicants with 2 April 12, 2023 quotes for window replacements in SL12 and SL14 totalling \$70,200 plus GST.

ABM report

56. On January 25, 2023, ABM Environmental Inc. (ABM) completed a mould assessment in SL12 and SL14. ABM provided a report authored by Brian MacKenzie, whose qualifications were listed as “MIES, CBMI, CESA”, and senior project consultant. I do not know what these qualifications are, and they were not otherwise explained. I find the ABM report does not meet the CRT rules for expert evidence. However, the applicants do not dispute that ABM’s representative was qualified to assess and provide an opinion on mould. So, I find it is also appropriate to waive those requirements here as permitted by CRT rule 1.2(2) and I have considered the ABM report as expert evidence.
57. For SL12 and SL14, the ABM report noted no evidence of leaks or water ingress in the window or ceiling areas. The ABM said mould growth observed in SL12 and SL14 was due to condensation. The ABM report said to prevent condensation, the relative humidity must be kept under 55% during the cooler months, which can be done with adequate ventilation, with the following recommendations:
- a. Run at least 1 bathroom fan for 8 hours every 24 hours period. In addition, the bathroom fan should be run while showering and the stove top fan run while cooking,

- b. Dehumidifiers can also be used to reduce humidity but are typically not necessary if bathroom fans run for 8 hours per day, and
 - c. Remove damp rags from windowsill after soaking up condensation otherwise the water will evaporate from the damp rags and add to the humidity.
58. The ABM report said if the fans were run as there should not be any significant condensation issues that lead to mould growth in the window areas or ceiling areas of SL12 and SL14. Notably, ABM did not recommend any repairs, including window replacement.
59. Beck Glass provided the strata with 2 June 24, 2022 quotes to replace the window frames and glass inserts in SL12 and SL14, totalling \$41,536.84. Emails show the strata requested these quotes in November 2022, and Beck Glass replied attaching 2 quotes on January 23, 2023. So, although dated June 24, 2022, I find the quotes were likely not provided until January 2023.
60. At an April 21, 2023 strata council meeting, the strata council approved spending \$2,000 on windows repairs in SL12 and SL14 based on the 2 April 12, 2022 Beck Glass quotes, discussed above. The strata council also approved further investigations in SL12 and SL14 by JJ Glass, as outlined in WSP report.

JJ Glass report

61. The strata submitted a document titled “JJ Glass Report”. The document is undated and does not say it is from JJ Glass. However, within the document, the author said “my technician” assessed the windows in 3 strata lots, including SL 12 and SL14, on April 24, 2023. JJ Glass undisputedly performed an inspection on April 24, 2023 in SL12 and SL14, which the applicants specifically referenced in their submissions. I note the author of the document is not identified, but stated its technician’s observations and recommendation following the inspection. So, I find this report does not comply with the CRT rules for expert evidence. However, I accept it reflects JJ

Glass's technician's observations and recommended repair option following the inspection, which was to replace the windows.

Did the strata breach its duty to reasonably repair and maintain the windows?

62. The strata has a duty to repair and maintain common property under SPA section 72.

63. As noted above, the strata initially disputed its responsibility to repair and maintain the windows. However, the strata did not make this argument in this dispute, nor dispute its responsibility to repair and maintain the windows. Further, even if the windows at issue are partially on common property and partially within the strata lots, the strata is still responsible to repair or maintain them under bylaw 11.1(d)(ii).

64. Bylaw 11.1(d)(ii) says the strata is responsible to repair and maintain windows within a strata lot that are on the exterior of a building or that front on common property, except where an owner has caused the applicable breakage or damage. The strata does not allege that either of the applicants caused any damage to their respective windows. So, I find the strata is responsible to repair and maintain the exterior windows at issue in this dispute.

65. The strata referred to several court cases about the strata's repair and maintenance obligations. The BC Supreme Court recently summarized these principles in *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113, at paragraph 69:

- a. While a strata has a fundamental duty to repair and maintain common property under the SPA, deference must be given to strata decisions on how to fulfill this duty,
- b. In carrying out that duty, the strata must act in the best interests of all owners and endeavour to achieve the greatest good for the greatest number by implementing necessary repairs within a budget that the owners as a whole can afford,

- c. The standard against which the strata's actions are to be measured is objective reasonableness, not perfection, and assessed by considering the circumstances at the time without the benefit of hindsight,
 - d. As strata councils are made up of volunteers and are not expected to have expertise in the subject matter of their decisions, latitude is justified when a strata council's conduct is being scrutinized,
 - e. A strata is entitled to rely upon professional advice, and if those who are hired to carry out work fail to do so effectively, the strata will not be held responsible so long as it acted reasonably in the circumstances,
 - f. There can be "good, better or best" solutions available to deal with repair and maintenance problems, and choosing a "good" solution rather than a "best" solution is not unreasonable, and
 - g. A strata is not an insurer, and the presence of a problem within a strata lot does not establish strata liability.
66. The strata says it reasonably repaired the windows in 2021 when it replaced the IGUs and has since investigated the ongoing condensation and window issues. The strata also said it approved Beck Glass's April 2022 quotes to address the caulking and sealing issues with SL12 and SL14's windows. The strata says that if these further repairs do not resolve the window issues, it could then look to alternative repair measures, including replacement. The strata says it should have the benefit of determining how the windows will be repaired. The strata says it has taken a measured and methodical approach to addressing the window issues.
67. Based on the evidence before, I find that the strata's actions in investigating the moisture problems in SL12 and SL14, and in deciding to attempt further repairs and not replace the windows were not unreasonable in the circumstances. My further reasons follow.
68. The evidence shows the strata has been far from perfect in addressing the applicants' concerns about the windows issues. In particular, as noted, the strata appears to

have initially operated under the mistaken assumption that the strata was only responsible for the exterior pane of the double-paned windows, and that the interior pane was part of the applicants' respective strata lots. The strata also initially suggested the applicants should pay for Beck Glass's proposed window repairs. However, the strata has since acknowledged it is responsible for the windows in their entirety, and has taken steps to further investigate the window issues.

69. I also find the strata has not acted quickly. However, without evidence of deliberate delay, the passage of time on its own does not show the strata has failed to reasonably repair and maintain the windows. See *Leclerc v. The Owners, Strata Plan LMS 614*, 2012 BCSC 74. I find it clear from the various expert reports submitted in evidence that the condensation issue was complicated and there was considerable debate about the appropriate and necessary steps required, if any, to address the condensation. Here, I find the evidence does not show any deliberate delay on the strata's part. Rather, I find the evidence shows that after the applicants reported window issues in the fall of 2021, the strata took steps to investigate the condensation's cause. The evidence also shows the strata retained various professionals to provide guidance on the window issues, as detailed in the reports discussed above.

70. For their part, the applicants say the strata has refused to accept the advice of the many experts who have recommended the windows be replaced, and that none of the experts recommended a repair based on their inspections. The applicants say the windows as a whole must be replaced.

71. I agree with the applicants that the evidence supports a finding that the best option to reduce condensation would likely be to replace SL12 and SL14's windows, including the frames surrounding the newly replaced IGUs. However, this does not mean it is unreasonable for the strata to attempt less expensive and more conservation repair options. As noted, the strata is entitled to deference in how it decides to approach common property repairs. The Beck Glass and A1 quotes show that replacing the windows is a much more expensive option than Beck Glass's quote to attempt further repairs to the windows. Further, the expert reports in evidence do not unanimously

recommend replacing the windows as a whole to address the condensation issues. Beck provided a repair option to attempt to address some of the identified window issues, and both the WSP and ABM reports recommended other methods to manage condensation, including use of fans and dehumidifiers. Neither WSP nor ABM recommended replacing the window frames.

72. I acknowledge the applicants say they have used dehumidifiers, but I have little details on what efforts the applicants have taken within their respective strata lots to reduce window condensation, and the duration of those efforts. I also acknowledge the applicants' concerns about mould. However, the evidence does not support a finding that the only way to prevent mould is by replacing the windows.
73. I find the applicants have not proved that the only reasonable option to address the condensation issues is to replace the windows. So, I find the strata pursuing further investigations and approving lesser repairs is not unreasonable. I also find it would be premature to order the strata to replace the windows before it has attempted the more conservative repairs listed in Beck Glass's April 12, 2022 quotes, which the strata approved in April 2023. The evidence does not show those repairs have yet been attempted.
74. As noted, the applicants' also request an order that the strata repair the sills, walls and floor within SL12 and the sills and walls within SL14. The strata is only responsible for repairs within a strata lot if the strata was negligent in its repair and maintenance obligations. As noted, I have found the strata's approach to investigating the window issues was reasonable. So, I find the strata is not responsible to repair SL12's sills, walls, and floor, or SL14's sills and walls. Given that I have found the strata is not responsible to repair these areas, I find it unnecessary to make any findings about the extent of the alleged damage to the sills, walls or floor.

CRT fees and dispute-related expenses

75. Under CRTA section 49, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As the applicants were unsuccessful, I find they are not

entitled to reimbursement of any CRT fees or dispute-related expenses, including their claimed legal fees.

76. The strata did not pay any CRT fees, but also claims reimbursement of legal fees in this dispute.

77. Rule 9.5(3) says the CRT will not order payment of legal fees in a strata property dispute unless there are extraordinary circumstances which make the order appropriate. I note the strata itself argued against awarding legal fees to the applicants if they were successful on the basis that this dispute was not complex, and acknowledged that this would undermine its own ability to claim such reimbursement. I agree and I find there are no extraordinary circumstances in this case. Rather, I find this dispute was a typical strata property dispute over maintenance and repairs, without unusually complex legal arguments. So, I decline to order any reimbursement of legal fees.

78. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against the applicants.

ORDER

79. I dismiss the applicants' claims and this dispute.

Leah Volkens, Tribunal Member