Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Vairo v. The Owners, Strata Plan EPS 2102*, 2023 BCCRT 1122

B E T W E E N :

CARMIE VAIRO, JOAN STOCK, ALLAN AYRES and LINDA AYRES

APPLICANTS

A N D :

The Owners, Strata Plan EPS 2102

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Eric Regehr, Vice Chair

INTRODUCTION

1. The applicants are next door neighbours in the strata corporation, The Owners, Strata Plan EPS 2102. Carmie Vairo and Joan Stock own strata lot 49, also known as unit 4. Allan and Linda Ayres own strata lot 1, also known as unit 5. Units 4 and 5 are townhouses that do not share a wall as they are each end units of their respective buildings. Instead, they are separated by a narrow common property breezeway.

2. In 2017, the applicants built fences with gates in front of and in between their units. They say that they all signed assumption of liability agreements (AOL agreements) making them responsible for repairing and maintaining the fences. In 2022, the strata stained the fences with a solid stain, replacing the original semi-transparent stain. The applicants do not like the new colour.

3. The applicants say that the strata breached the AOL agreements. They also say that the strata violated section 71 of the *Strata Property Act* (SPA) by making a significant change to the appearance of common property without a ¾ vote at a general meeting. They ask for an order that the strata restain the fence to its original colour.

4. The applicants also say the strata failed to produce and circulate minutes of a July 28, 2022 strata council meeting. They initially asked for an order that the strata provide them with minutes for this meeting. In submissions, they ask for additional orders explaining what happened at that meeting. The applicants also ask for orders that the strata publicly acknowledge and apologize for various alleged errors. Ms. Vairo represents the applicants.

5. The strata denies any wrongdoing and asks me to dismiss the applicants' claims. A council member represents the strata.

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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.

7. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.

8. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

9. Under section 123 of the CRTA and the CRT rules, in resolving this dispute I 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.

10. The strata objected to the applicants' reply submissions. Given my conclusion in the strata's favour, I find it unnecessary to address the strata's objection because it was ultimately not prejudiced by any procedural unfairness.

ISSUES

11. The issues in this dispute are:

    a. Who is responsible for repairing and maintaining the fences?

    b. Did the strata act significantly unfairly by restaining the fences?

    c. Is the applicants' claim about the meeting minutes moot?

    d. Should I make any orders about the strata's other conduct?

BACKGROUND AND EVIDENCE

12. In a civil claim such as this, the applicants must prove their case on a balance of probabilities. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

13. The strata has filed numerous bylaw amendments in the Land Title Office over the years. When the applicants altered the fence in 2017, the strata had not amended Standard Bylaw 6, which is about common property alterations. Bylaw 6(1) says that an owner must get the strata's written approval before altering common property. Bylaw 6(2) says that the strata may require the owner to agree to take responsibility for any expenses related to the alteration as a condition of approval. The strata has since amended bylaw 6, but not the parts of the bylaw that are relevant in this dispute.

14. The strata consists of 52 residential townhouse-style strata lots. It was developed in phases in 2014 and 2015. The Ayreses bought unit 5 in 2014. Carmie Vairo and Joan Stock bought unit 4 in 2015.

15. As part of its original construction, the strata included fences and gates in front of some of the strata's buildings. There were also 2 arbours. At a July 2015 meeting, the strata council approved a semi-transparent stain for all fences and arbours in the strata for "a consistent appearance".

16. As noted above, units 4 and 5 are separated by a narrow breezeway. There is a tall hedge along the road in front of the breezeway between the units' driveways. There was initially a gap between this hedge and the corner of units' respective garages. This gap led to each unit's front door. There was initially no fence or gate here. There was also no gate or fence in the breezeway.

17. The applicants built the fences and gates at issue in this dispute in 2017. One of the fence and gate structures runs across the breezeway between the buildings. The other 2 run between each unit's garage and the hedge. I will refer to them collectively as the fences. They were initially stained the same semi-transparent stain as the rest of the strata's fences, gates, and arbours.

18. The strata plan indicates that units 4 and 5 both have limited common property patios in the front and back. The rest of the outdoor area around and between them is common property. The fences were all built on this common property. The fences are fixtures. So, even though the applicants installed the fences, once installed they belonged to the strata. See *Young v. The Owners, Strata Plan 111*, 2022 BCCRT 793.

19. Until 2022, the applicants say they adequately maintained the fences, including restaining with the original semi-transparent stain. The strata does not suggest otherwise, so I accept that this is true.

20. The strata began considering a change to the complex's fence colour in 2020. The strata held a town hall meeting in July of that year. In a handout circulated before the

meeting, the strata said that its staining contractor had applied a solid stain to a few areas of fencing as a "test". The strata said several staining contractors had recommended solid stains as more durable and better for the wood than the existing semi-transparent stain. The strata asked owners to "take some time to live with the new stain and consider the benefits".

21. At the March 23, 2021 strata council meeting, the strata decided that it would use the solid stain going forward, having reviewed the test area. The parties disagree about whether this decision was unanimous, but nothing turns on this. The strata's contractor restained some of the strata's fences in 2021, but not the fences at issue in this dispute.

22. The strata arranged for more staining in 2022. In the June 23, 2022 strata council meeting minutes, the strata said that its contractor would be staining trellises, fences, and gates, without specifying which ones. The work started on June 27, but because of an apparent miscommunication between the strata and the contractor, the strata did not know that the contractor was going to start that day. So, the strata did not notify the owners until June 28. By then, the contractor had already stained the applicants' front fences, but not the breezeway fence.

23. Ms. Vairo objected to the staining in a June 30 email to the strata manager. She said that the AOL agreements made her responsible for the fences and she had chosen not to switch to the solid stain. She demanded that no one stain the breezeway fence. She later put a sign on the fence asking that the contractor leave it alone, but someone removed it. The contractor stained the street-facing part of the breezeway fence on July 12. The contractor did not stain the backyard-facing part of the fence.

24. Over the following months, the applicants and the strata exchanged several emails and letters about the fences. They all repeated essentially the same points. The applicants believed that the strata did not have the authority to unilaterally restain the fences because the applicants had maintained them to a high standard. They also said the colour change was a significant change in the appearance of common property. In response, the strata said that despite the AOL agreements, it retained

authority over repairing and maintaining the fences. The strata said that it had decided to restain the fences to protect them and to maintain a uniform fence appearance throughout the complex. The strata also denied that the change was significant. In November 2022, after a hearing, the strata denied the applicants' request to restain the fences to their original semi-transparent colour.

25. The applicants applied for dispute resolution on January 4, 2023.

ANALYSIS

Who is responsible for repairing and maintaining the fences?

26. The applicants say their AOL agreements give them the authority and responsibility to repair and maintain the fences. The rely on the following terms:

> The agreement is your agreement with the Strata Corporation that you are accepting responsibility for the repair, maintenance, or betterment of the common property.
>
> …
>
> We (the owners) covenant and agree with the Strata Corporation as follows: … that repair and maintenance of the Alteration, if on common property, will be undertaken by the Owner(s) of the Strata Lot in perpetuity.

27. The strata points out that there are not AOL agreements for all the fences. There are only 2 AOL agreements in evidence, both from unit 4, and neither seems to mention the front fence. The first, from September 2016, describes the proposed alteration as a "gate at back yard (patio)". The second, from June 2017, describes part of the proposed alteration as a "privacy cedar gate/fence between units 4 and 5". These seem to both refer to the breezeway.

28. The strata also questions the enforceability of the 2016 AOL agreement because only Ms. Vairo signed it. The AOL agreement requires both owners to sign. The strata also

points out that there is no AOL agreement in evidence for unit 5. The unit 5 owners say they lost it, but insist they signed one at some point. The strata denies this.

29. I have determined it is unnecessary to address these issues. As explained below, I have concluded that the AOL agreements do not give the applicants authority over the fences nor do they remove the strata's responsibility to repair and maintain them. So, nothing turns on which fences are the subject of an AOL agreement. For the purposes of this dispute, I have assumed that the parties agreed to AOL agreements for all the fences.

30. Turning to the AOL agreements themselves, the applicants say that the strata delegated its responsibility over the fences by having the applicants sign AOL agreements. The applicants therefore say that they have the authority to make decisions about how to repair and maintain the fences, including the stain colour. They suggest that the strata could only step in if the applicants were not keeping the fences in good repair, which was not the case.

31. I acknowledge that the express terms of the AOL agreements seem to support the applicants' argument because they explicitly require the applicants to repair and maintain the alterations. However, for the reasons set out below, I find that part of the AOL agreements is unenforceable.

32. Sections 3 and 72 of the SPA says that the strata must repair and maintain common property. Section 72(2) says that the strata may pass that responsibility to an owner using a bylaw only for limited common property, not undesignated common property.

33. The CRT has considered the effect of an AOL agreement on the strata's repair and maintenance obligations before. In *Young*, a vice chair concluded that section 72(2) of the SPA only prohibits bylaws that make an owner responsible for repairing and maintaining common property. She said that this did not mean that a strata corporation and owner could not reach an agreement where the owner took that responsibility.

34. A tribunal member reached a different conclusion in *The Owners, Strata Plan NW 2476 v. Jensen*, 2023 BCCRT 623. There, the strata corporation had a bylaw that required owners to sign an agreement making them responsible for common property alterations. The tribunal member said that part of the bylaw was unenforceable to the extent it was about undesignated common property because it violated section 72(2). The tribunal member also said that the bylaw could not authorize an agreement that would indirectly violate section 72(2). She concluded that the bylaw and agreements were unenforceable to the extent they required owners to repair and maintain common property alterations.

35. Neither decision considered the court's reasoning in *The Owners, Strata Plan BCS 435 v. Wong*, 2020 BCSC 1972. An owner had challenged the legality of a form the strata corporation's bylaws required overnight visitors to fill out. The court concluded that the form contravened the *Personal Information Protection Act* (PIPA), and so the bylaw requiring it was unenforceable under section 121 of the SPA. Section 121 says that a bylaw is unenforceable to the extent it contravenes the SPA or any other enactment. In reaching that conclusion, the court rejected the strata corporation's argument that the bylaw itself did not breach PIPA, only the form did. The court said that "a bylaw that mandates the completion of a form cannot legally authorize a form that contravenes PIPA".

36. The situation is not exactly the same here. Unlike in *Wong*, the strata's bylaws do not explicitly require owners to agree to repair and maintain the alteration. Also, the SPA does not explicitly prohibit an agreement between a strata corporation and an owner about repair and maintenance of a common property alteration.

37. Despite these differences, I find that the same reasoning applies. The strata's authority to withhold approval for a common property alteration comes from bylaw 6. This means that an owner must agree to the strata's AOL agreement if they want to alter common property. In this way, the bylaw indirectly requires an owner take responsibility for repairing and maintaining common property alterations by requiring the completion of a form that includes a term to that effect. Following *Wong*, a bylaw cannot indirectly require something that it would be unable to require directly.

38. I therefore find that the AOL agreement is unenforceable to the extent it delegates the strata's responsibility to repair and maintain undesignated common property alterations to an owner. I acknowledge the applicants' point that the strata's past standard practice has been to rely on owners to maintain common property alterations. While there is nothing wrong with a strata corporation fulfilling repair and maintenance responsibilities by relying on owner volunteers, it cannot legally require owners to do so under a bylaw or AOL agreement. It can only recoup its costs.

39. For clarity, the above analysis only applies to common property that has not been designated as limited common property. Section 72(2) allows a strata corporation to pass bylaws making owners responsible for limited common property. It follows that a strata corporation may also impose that obligation through an agreement under bylaw 6. Currently, most of the areas in the strata that function as private yards are not limited common property, meaning that the strata retains responsibility for them even if the owner has altered them under an AOL agreement. If enough owners want to be able to delegate repair and maintenance responsibilities to owners for alterations in private yards, they may consider designating those areas as limited common property and passing a bylaw to that effect.

40. I acknowledge the applicants' argument that if the AOL agreements are not enforced, the strata's owners will be exposed to significant financial liability for the strata's many common property alterations. However, the AOL agreements include an indemnity where the owner takes responsibility for the expenses associated with an alteration, which is consistent with the strata's bylaws. That does not violate section 72(2) of the SPA. So, while the strata is responsible for repair and maintenance decisions for altered common property, it can require the owners who made the alterations to pay any associated expenses.

41. The applicants also rely on the strata's rules. Specifically, rule 5(a) of Appendix A says that owners are responsible for the maintenance of "any improvement, expansion or new structure". Section 125(4) of the SPA says that the strata may make rules "governing the use, safety and condition" of common property. In contrast, under section 119, bylaws may "provide for the control, management, maintenance, use

and enjoyment" of common property. These provisions together show that a strata corporation cannot make a rule imposing repair and maintenance obligations on an owner. Only a bylaw can. This conclusion is also consistent with section 72 of the SPA, which does not say that the strata can impose repair and maintenance obligations through a rule. So, to the extent that the strata's rules impose repair and maintenance obligations on owners, they are unenforceable.

42. Therefore, the strata retained responsibility for repairing and maintaining the fences. The strata's decisions about the fences are constrained only by its obligation not to make decisions that are significantly unfair. I turn to that issue next.

Did the strata act significantly unfairly by restaining the fences and denying the applicants' request to keep the semi-transparent stain?

43. The CRT has authority to make orders remedying a strata corporation's significantly unfair acts or decisions. The court has the same authority under section 164 of the SPA, and the same legal test applies: *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113. In *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173, the court confirmed that significantly unfair actions or decisions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, unjust, or inequitable. In applying this test, the owner's objectively reasonable expectations are a relevant factor, but are not determinative.

44. The applicants' expectations about their right to control the fences' colour is based on the AOL agreements. Given my conclusion above, these expectations were not objectively reasonable. Instead, each owner has an equal interest in decisions about the strata's common property fences. In other words, the applicants' views about the best stain choice for the complex deserve no more weight than any other owner's.

45. The strata says it based its decision about restaining the fences on 3 factors.

46. First, as noted above, the strata's past practice was to ask owners to volunteer to maintain the fences near their strata lots, whether they were alterations or not. The strata says this led to inconsistent results, so it decided to directly control the fences' maintenance. While there was nothing wrong with relying on volunteers to save the

strata money, there is also nothing wrong with hiring professionals to ensure a consistently high maintenance standard.

47. Second, the strata says it wanted a uniform appearance throughout the complex. The strata thought it looked better to have the fences all the same stain even though the buildings are not all the same colour. The applicants say that the new colour looks fine against some buildings but not theirs. Strata corporations must often balance competing interests and perspectives when making decisions like this. Here, the strata prioritized uniform appearance over the applicants' or other owners' individual preferences. There is nothing inherently unfair or unjust about that decision. If a majority of owners disagree, there are democratic ways for them to effect change. While I accept that the applicants do not like the way the new stain looks against their houses, this alone does not make the strata's decision burdensome or harsh.

48. Third, the strata says it received professional advice that solid stains were more durable and better for the wood. The strata provided an email from its stain salesperson confirming they gave the strata this advice. The applicants call this advice debatable, but the strata was entitled to follow professional advice about how to best care for the fences.

49. In short, the strata did not treat the applicants significantly unfairly by restaining the fences and refusing to let the applicants change them back to the old stain.

Was the restaining a significant change in the appearance of common property?

50. Section 71 of the SPA says that the strata cannot significantly change the use or appearance of common property unless ¾ of the owners approve the change at a general meeting. The applicants argue that the new stain colour is a significant change that required an ownership vote. The strata disagrees.

51. The leading BC Supreme Court case on this issue is *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333. In that case, the court listed several factors to consider when deciding whether a change is significant.

a. Is the change visible to other residents or the general public?

b. Does the change affect the use or enjoyment of a unit or an existing benefit of another unit?

c. Is there a direct interference or disruption because of the new use?

d. Does the change impact the marketability or value of a strata lot?

e. How many units are in the strata and what is the strata's general use?

f. How has the strata governed itself in the past and what has it allowed?

52. The fences are visible to other strata residents. There is no evidence to suggest that the strata's entrance is gated, so I infer that the general public could see the fences from the strata's internal roads. That said, I have reviewed several photos and videos comparing the old, semi-transparent stain to the new solid stain. The colour match is not perfect, but it is close. I doubt the change would register as significant to most people.

53. The change does not affect the use or enjoyment of any aspect of the strata's property. There is no evidence that a solid stain would make the strata more or less marketable than a semi-transparent stain.

54. As noted above, the strata's past practice was to ask owners to maintain the fences. However, the strata also stated its preference for uniformity in the AOL agreements by requiring the applicants to make the fences look the same as existing fences, including the stain colour. In other words, the strata's past practice included requiring uniform fence appearance.

55. The above list is non-exhaustive, meaning that I can consider any other factor I consider relevant. Other CRT decisions have considered whether the change is permanent: *Hurst v. The Owners, Strata Plan K466*, 2023 BCCRT 986. Here, the lack of permanence is relevant. The strata could easily change its mind and restain the entire complex with a semi-transparent stain, if that is what the owners want.

56. Weighing these factors, I conclude that the change is not a significant change in the appearance of common property.

57. I therefore dismiss the applicants' claim that the strata restain the fences.

Is the applicants' claim about the meeting minutes moot?

58. In the strata manager's July 28, 2022 letter to the applicants, they said the strata council had "an opportunity to meet and discuss" the stain issue.

59. On August 9, 2022, the unit 4 owners asked for minutes of the July 28, 2022 strata council meeting. It appears that they assumed the strata manager's July 28 letter referred to a meeting that took place on the same day. Later correspondence shows that the meeting was on July 22, not July 28. On August 16, the strata manager said that the discussion in question was not a formal council meeting. The unit 4 owners responded that if the strata made a decision, the SPA requires the strata to prepare minutes of the meeting.

60. The unit 4 owners were correct that the strata was required to prepare minutes of the July 22 meeting. The strata eventually agreed, distributing minutes in May 2023. The applicants had initially asked for an order for the strata to produce these minutes, which it now has. In submissions, the applicants ask for new remedies that are all about the strata providing evidence and explanations about what happened at and after the meeting.

61. The strata argues that this claim is moot. A claim is moot when something happens after a legal proceeding starts that resolves the claim. That is what happened here. The strata has provided the minutes the applicants wanted. Generally, moot claims will be dismissed. However, the CRT has discretion to decide moot claims if doing so would have a practical impact and help avoid future disputes. See *Binnersley v. BCSPCA*, 2016 BCCA 259.

62. The initial claim about providing minutes is clearly moot. Now, the applicants question the authenticity of the minutes. They find it suspicious that it took 9 months for the strata to distribute them. I agree with the applicants that the strata failed to comply

with the SPA and its bylaws. I also agree that the strata likely created the minutes well after the fact, given the strata manager's initial statement that there was no council meeting. I do not accept the strata's explanation that it was an oversight or that it was merely a technical breach. Preparing and distributing council meeting minutes, which must show all decisions the strata council made, is a key way owners are kept informed of strata business.

63. However, I do not agree that any order is warranted. The decision the strata council made at the July 22 meeting was about section 71 of the SPA. The applicants asked the strata to revisit the decision several times, and the strata maintained its position. So, it makes no practical difference now if the July 22 decision was invalid. I therefore see no practical reason to make any orders about the strata's non-compliance with the SPA and its bylaws about this meeting. I dismiss this claim.

Should I make any orders about the strata's other conduct?

64. The applicants make several other complaints, which they divide into 3 claims.

Too Much Detail in Strata Council Meeting Minutes

65. The applicants say that the strata included more detail about the staining issue than other issues. They believe the strata did this on purpose to discredit them in front of the other owners. They ask for an order that the strata acknowledge the different treatment and apologize.

66. It is true that the minutes from some 2022 council meetings included detailed descriptions of the applicants' concerns about the restaining project. The minutes mentioned other correspondence only in vague and generic terms. However, the strata did not include any identifying information about the applicants. The strata used factual and neutral language. The staining issue was something that may have interested other owners, so I find nothing improper about including the information. I dismiss this claim.

Allegation of Sexism

67. The applicants say that the strata falsely accused them of sexism in an email. They want the strata to explain the remark and apologize.

68. To set the context, the applicants consistently asked that a certain strata council member recuse herself from discussions about the stain colour because her husband had initially selected the colour. The husband was a former strata council member. The applicants did not believe that the current council member could be impartial given her husband's prior involvement. The strata told the applicants that the "council disagrees with your position that a woman cannot act independently of her husband". The applicants consider that comment to accuse them of sexism.

69. The strata denies that it accused anyone of sexism. However, the implication of the strata's comment is obvious. The comment was rude and condescending. That said, the applicants' emails were not always entirely professional either. Tensions were high. In any event, the CRT has consistently held that it will not order apologies, because forced apologies serve no real purpose. I agree. For these reasons, I dismiss this claim.

Failure to Provide Decision after Hearing

70. On November 1, 2022, the applicants attended a strata council hearing. Section 34.1 of the SPA requires the strata to give the applicants a written decision within a week of the hearing. The strata wrote to the applicants on November 7 and mailed the letter on November 8. The applicants received it on November 16.

71. Section 61 of the SPA says that when a strata corporation mails a notice, it is deemed received 4 days later. It does not matter that the applicants did not receive the letter until November 16. The SPA deemed it delivered on November 12. Either way, it was late by several days.

72. The applicants question whether the decision was valid if the strata failed to give its decision in time. However, in *Kerwin v. The Owners, Strata Plan LMS 819*, 2020 BCCRT 131, another tribunal member concluded that the SPA contains no

consequences for late delivery of a decision after a hearing. I agree with that decision. Also, there were no practical consequences to the late notice. The strata did not change its previous decision. So, there is nothing to remedy.

73. The applicants want an acknowledgement that the strata breached section 34.1. The strata did so in submissions, and this decision confirms it. The applicants also want an apology, which for reasons outlined above I decline to order. I dismiss this claim.

TRIBUNAL FEES AND EXPENSES

74. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I have dismissed all the applicants' claims, but they argue that they never would have received the July 22, 2022 minutes without starting this CRT dispute. That may well be true, but they did not withdraw the claim after receiving the minutes. Instead, they requested several new orders, none of which I made. It was also a minor aspect of this claim. In other words, the applicants were substantially unsuccessful. I decline to order any reimbursement of their CRT fees.

75. The strata claims reimbursement of its legal fees, which total over $28,000. The strata acknowledges in submissions that the CRT's rules only allow for reimbursement of legal fees in extraordinary expenses. This reflects section 20 of the CRTA, which generally requires parties in strata disputes to represent themselves. Still, the strata says nothing about what makes this dispute extraordinary. I acknowledge that it involved a somewhat complicated legal issue about the AOL agreements' enforceability. The strata provided very brief submissions about that issue, so I infer that a tiny portion of the strata's claimed legal fees were about this complex aspect of this dispute. The strata's lawyer provided a letter about how much the strata spent on legal fees but said nothing to explain their degree of involvement or to otherwise justify the claim for legal fees. In short, I find that the dispute is not extraordinary, and I dismiss the strata's claim for legal fees.

76. The strata also provided a list of disbursements from its lawyer, including Land Title Office searches. I find those searches are reasonable dispute-related expenses and order the applicants to reimburse the strata $106.65 for them. The strata also claimed 2 BC Registry filing fees. The strata did not say what these were for and it is not obvious from the materials before me. I decline to order reimbursement for those searches.

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

DECISION AND ORDERS

78. I dismiss the applicants' claims.

79. I order the applicants to pay the strata $106.65 in dispute-related expenses within 30 days of this decision.

80. The strata is also entitled to post judgement interest under the *Court Order Interest Act*, as applicable.

81. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under $35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Eric Regehr, Vice Chair