



## DEFAULT DECISION AND ORDER

*(This shaded box is for CRT use only)*

**DISPUTE NUMBER:** ST-2023-011237

**DISPUTE AREA:** Strata

**DATE OF DECISION:** February 21, 2024

**TRIBUNAL MEMBER:** Sherelle Goodwin

Enter the names of all applicants and respondents, exactly as they appear on the Dispute Notice. Separate names with a comma (for example, "John Doe, Jane Doe").

\* **BETWEEN APPLICANT(S):** The Owners, Strata Plan EPS3711

\* **AND RESPONDENT(S):** JEAN THOMSON

### Part A: Monetary Claims and Orders

You can only claim what's in the Dispute Notice. Don't add new claims. You can enter a lower amount than you claimed in the Dispute Notice, but not a higher amount. Don't include your CRT fees and dispute-related expenses in your claim totals – enter those in Part C of this form.

Description	Remedy Amount (\$)	(CRT use only) Order Amount (\$)
Requested Resolution 1 ( <i>from the Dispute Notice</i> ): Strata EPS3711 would like the respondent to cease smoking anywhere on the Strata property in accordance with EPS3711 Bylaws, pay the two (2) fines of \$200 each currently on the respondent's AR account that were assessed in January 2023 and November 2023 and pay the \$125 on-line CRT filing fee required to adjudicate this matter.	\$ 400.00	\$ 400.00
Requested Resolution 2 ( <i>from the Dispute Notice</i> ): -----	\$ -----	\$
Requested Resolution 3 ( <i>from the Dispute Notice</i> ): -----	\$ -----	\$



Part B: Non-Monetary Claims and Orders

*You can only claim what's in the Dispute Notice. Don't add new claims or use this space to explain more about your claims. If you filled out Part A (Monetary Claims), don't add the same claims here.*

Description

First Non-Monetary Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

Second Non-Monetary Requested Resolution from the Dispute Notice):

If you named more than 1 respondent in your dispute, which respondent is this claim for?

Why do you want them to do or stop doing this (*maximum 100 characters*)?

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CRT Decision on Non-Monetary Order:

see attached



### Part C: Dispute-Related Fees and Expenses

*You can claim CRT filing fees and reasonable dispute-related expenses you paid to prepare for the CRT process. Generally, the CRT won't order reimbursement of fees paid to a lawyer or other representative or for your time spent dealing with the dispute.*

*If you're claiming more than \$50, include receipts. But you don't need to include receipts for CRT fees.*

Description	Expense Amount (\$)	(CRT use only) Order Amount (\$)
Fees paid to the CRT. <i>(You don't need to include receipts for these.)</i>	\$ 150.00	\$ 150.00
Service fees, if you served the Dispute Notice yourself. For example, fees for registered mail or a courier.	\$ 11.60	\$ 11.60
Total cost of expert reports to support your claim. <i>(Include the reports with your form.)</i>	\$	\$
Other dispute-related expenses <i>(briefly describe the expenses and how they relate to your dispute):</i>	\$	\$
<b>Total amount of claimed fees and expenses.</b>	<b>\$ 161.60</b>	<b>\$ 161.60</b>

***(This shaded box is for CRT use only)***

**CRT Decision on Dispute-Related Fees and Expenses: \$ 161.60**



Part D: Interest		
Description	Interest	(CRT use only) Interest Order
<input type="checkbox"/> Check this box if you waive interest. If you check this box, don't enter anything else in this Part.		
The interest accrual date. In the Dispute Notice, this is the line " <i>When interest started applying to the amount owing</i> ".	Date:	
Contractual interest rate. Enter this if you agreed to a specific interest rate in a contract or agreement with the respondent(s), and only if you claimed this rate in the Dispute Notice. In the Dispute Notice, this is the line " <i>Annual rate of interest agreed to in your contract</i> ".	%	%
If you haven't waived interest and didn't agree to a specific interest rate in a contract or agreement with the respondent(s), the CRT will calculate interest according to the <a href="#">Court Order Interest Act</a> .		
Principal amount owing as of the Dispute Notice date, not including interest.	\$	\$
<i>(This shaded line is for CRT use only)</i> Amount of contractual interest, from the date interest arose to the date of this decision.	\$	
<i>(This shaded line is for CRT use only)</i> Amount of court-ordered interest, from the date interest arose to the date of this decision.	\$	
<i>(This shaded box is for CRT use only)</i> <div style="text-align: right;"> <b>CRT Decision on Total Interest Amount: \$ 0.00</b> </div>		

Part E: Total Monetary Order
<i>(This shaded box is for CRT use only)</i> <div style="text-align: right;"> <b>CRT Total Monetary Order Amount: \$ 561.60</b> </div>
The applicant is also entitled to post-judgment interest as provided under the <i>Court Order Interest Act</i> .



## **CRT Default Decision and Order**

The applicant(s) applied for strata property dispute resolution with the Civil Resolution Tribunal (CRT) and requested a default decision and order of the CRT. The following is the CRT's default Decision and Order.

### **CRT DECISION**

#### **Proof of Notice:**

1. A respondent must respond to a Dispute Notice within 14 days of receiving it as indicated on the Dispute Response Form, or as permitted by the CRT.
2. Having reviewed the evidence, I am satisfied that the respondent received the Dispute Notice and did not submit a completed Dispute Response by the deadline set out in the CRT's rules. This means the respondent are in default, as defined in section 1(1)(a) of the *Civil Resolution Tribunal Act* (CRTA).

#### **Jurisdiction:**

3. The CRT's strata property jurisdiction is set out in section 121 of the CRTA. The applicable CRT rules are those in place at the time the Dispute Notice was issued.
4. In a default decision such as this one, the CRT will make a binding decision without the participation of the respondent. The CRT will send the parties a copy of the final decision and order.
5. Under the CRTA and the CRT's rules, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.



**Decision:**

6. Liability is generally assumed in default decisions. As the respondent has not participated in the dispute, I find in favour of the applicant. However, the applicant must still prove it is entitled to the requested remedies.
7. The applicant seeks an order that the respondent stop smoking anywhere on strata property, in accordance with its bylaws. Strata bylaw 45 prohibits smoking in a strata lot, on common property or limited common property, or anywhere closer than 6 meters of a door, window or air intake. I order the applicant not to smoke in any of these areas, including their own strata lot.
8. The respondent must also immediately reimburse the applicant's paid CRT fees and dispute-related expenses set out in the preceding pages.

**CRT ORDER**

9. In accordance with the CRTA and the CRT's rules, I order the respondent to immediately pay the applicant the monetary orders set out in the preceding pages. The applicant is also entitled to post-judgment interest, as applicable.
10. 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.

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Sherelle Goodwin, Vice Chair