



Civil Resolution Tribunal

Date Issued: May 29, 2024

File: ST-2023-000307

Type: Strata

Civil Resolution Tribunal

Indexed as: *Moradi v. The Owners, Strata Plan BCS3684*, 2024 BCCRT 488

B E T W E E N :

VAHID MORADI

APPLICANT

A N D :

The Owners, Strata Plan BCS3684

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Sarah Orr

INTRODUCTION

1. This strata dispute is about bylaw fines. Vahid Morani is a tenant of a strata lot in The Owners, Strata Plan BCS3684.
2. Mr. Moradi disputes 2 separate \$200 bylaw fines that the strata imposed against him. He says the fines are invalid because the relevant bylaws were not registered at the

Land Title Office (LTO) at the time of the alleged contraventions, he did not contravene any bylaws, the strata failed to properly notify him of the fines, and its hearing process was unfair. Mr. Moradi claims a refund of \$400 for these fines.

3. The strata says it validly imposed the fines after giving Mr. Moradi proper notice, including holding a hearing. It says the fines should not be reversed.
4. Mr. Moradi is self-represented, and the strata is represented by RP who is both a strata council member and the strata manager.

JURISDICTION AND PROCEDURE

5. 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.
6. 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.
7. 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.

8. 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.

ISSUE

9. The issue in this dispute is whether the strata must refund Mr. Moradi \$400 for the fines.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Moradi must prove his claims on a balance of probabilities, which means more likely than not. I have read all the parties' submissions and evidence but refer only to what I find necessary to explain my decision.
11. The strata was created in 2009 under the *Strata Property Act* (SPA). It is a residential strata with 81 strata lots in 3 separate buildings.
12. On January 22, 2024, the strata filed a set of bylaws with the LTO. Before January 22, 2024, the only bylaws in force were the Standard Bylaws under the SPA.
13. In November and December 2022, the strata emailed all residents "reminding" them that they were responsible for removing snow from their patios, decks, and stairs leading to the common area sidewalk by 10:00 a.m. The strata did not refer to any specific strata bylaw or rule in these emails.
14. On December 23, 2022, the strata told Mr. Moradi by email that he was required to remove the snow from his deck and stairs by 10:00 a.m. on December 26, 2022, or the strata may impose a \$200 fine, and may continue imposing fines until the snow was cleared. Again, the strata did not refer to any specific strata bylaw or rule in this email.
15. On December 26, 2022, the strata sent a letter to 0899630 BC Ltd., which is Mr. Moradi's landlord. The letter said the "unit did not remove the snow from their deck

and their stairs, as per bylaw 42.3” and that the strata had levied a \$200 fine “on the account of your unit” as of that day.

16. On December 27, 2022, the strata sent another letter to Mr. Moradi’s landlord stating that the “unit did not stop and wait for the gate to fully close on December 27, 2022, as per section 45.23”. The letter said this “has caused your unit to receive another \$200 fine”, which the strata said it levied and placed “on the account of your unit” that day.
17. On December 28, 2022, RP emailed Mr. Moradi stating, “We noticed that when you came into the parkade yesterday you did not stop to ensure that the gate closed behind you. The strata is reviewing to see if they will give you a \$200 fine pursuant to section 45.23.”
18. On December 29, 2022, RP notified Mr. Moradi that the strata had decided to fine him \$200 for contravening bylaw 45.23. RP said Mr. Moradi now owed the strata \$400 in fines, \$200 for not removing the snow, and \$200 for not stopping at the parkade gate to wait for it to close. RP said that if Mr. Moradi did not pay the fines before the end of the month, the strata would deduct \$400 from his next rent payment to pay the fines. RP said this meant Mr. Moradi would still owe \$400 in rent, and if he did not pay it, he would receive an eviction notice for non-payment of rent.
19. Mr. Moradi disputed the fines at a hearing before the strata council, but it is not clear when that hearing occurred. The strata declined to reverse the fines after the hearing.
20. On February 28, 2023, Mr. Moradi paid the \$400 in fines under protest.

Must the strata refund Mr. Moradi \$400 for the fines?

21. Section 130 of the SPA allows a strata to fine a tenant if they contravene a bylaw or rule. Section 135 of the SPA sets out the procedural requirements a strata must follow before imposing such a fine.
22. First, I address Mr. Moradi’s argument that the bylaws at issue are not enforceable, because I find that is the deciding factor in this dispute. The strata does not

specifically respond to this argument. The problem for the strata is that SPA section 120 says a strata's bylaws are the Standard Bylaws except to the extent that different bylaws are filed in the LTO. As noted above, the strata did not file any bylaws with the LTO until January 2024. This means that when the strata issued the fines against Mr. Moradi in December 2022, "bylaw" 42.3 related to snow removal and "bylaw" 45.23 related to the parkade gate were not in force.

23. The Standard Bylaws that were in force in December 2022 contain no specific obligations for tenants related to snow removal or parkade gates. Even if the strata could prove that Mr. Moradi contravened an enforceable bylaw in December 2022, which I find it has not, Standard Bylaw 23 says the maximum fine a strata may impose against a tenant for each bylaw contravention is \$50.
24. So, I find the fines the strata imposed against Mr. Moradi in December 2022 are invalid, and the strata must refund him \$400. Given my finding, it is unnecessary for me to determine whether the strata complied with section 135 of the SPA in imposing the fines.

INTEREST, CRT FEES, AND EXPENSES

25. The *Court Order Interest Act* (COIA) applies to the CRT. Mr. Moradi is entitled to prejudgment interest on the \$400 owing starting from February 28, 2023, which is the date he paid the fines, to the date of this decision. This equals \$24.48.
26. 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. Since Mr. Moradi was successful, I find he is entitled to reimbursement of \$225 in CRT fees. The strata did not pay any CRT fees.
27. Mr. Moradi claims \$1,210.50 in dispute-related expenses. He claims \$1,200 for 3 days of lost wages for his time spent on this dispute. However, under CRT rule 9.5(5), the CRT generally will not order a party to compensate another party for their time

spent on a dispute except in extraordinary circumstances, and I find there are none here.

28. Mr. Moradi also claims \$8 for mileage and \$2.50 for parking to drive 15.3 kilometers to attempt to serve the strata with the Dispute Notice at its most recent mailing address filed at the LTO. He submitted a map showing his route. Although he did not provide a parking receipt, I find both amounts claimed are reasonable in the circumstances. So, I find the strata must reimburse Mr. Moradi \$10.50 for dispute-related expenses.

ORDERS

29. Within 14 days of the date of this decision, I order the strata to pay Mr. Moradi a total of \$659.98, broken down as follows:
- a. \$400 as a refund for the fines,
 - b. \$24.48 in interest under the COIA,
 - c. \$225 in CRT fees, and
 - d. \$10.50 in dispute-related expenses.
30. Mr. Moradi is also entitled to post-judgment interest under the COIA.
31. This is a validated decision and order. 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.

Sarah Orr, Tribunal Member

