



# Civil Resolution Tribunal

Date Issued: July 10, 2024

File: ST-2022-004699

Type: Strata

Civil Resolution Tribunal

Indexed as: *Konrad v. The Owners, Strata Plan EPS 4098*, 2024 BCCRT 661

**B E T W E E N :**

CHRISTOPHER KONRAD

**APPLICANT**

**A N D :**

The Owners, Strata Plan EPS 4098

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Alison Wake

## INTRODUCTION

1. The applicant, Christopher Konrad, is a former tenant of a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS 4098. Mr. Konrad says that when he lived in the strata lot, he experienced vibrations which interrupted his sleep.

2. Mr. Konrad says that the strata failed to investigate the vibrations. He claims \$72,000 in damages for loss of use and enjoyment of the strata lot and common property due to the vibrations. Mr. Konrad also claims \$1,000 in damages for the strata's handling of his complaints, and \$1,800 in damages for the strata's alleged failure to hold a hearing he requested under the *Strata Property Act* (SPA).
3. The strata says that it complied with the SPA and bylaws, and acted reasonably in addressing Mr. Konrad's complaints. So, the strata says Mr. Konrad is not entitled to compensation.
4. Mr. Konrad is self-represented. The strata is represented by a lawyer, Kainat Rizvi.

## **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.
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. I have considered the potential benefits of an oral hearing. Here, there are no significant credibility issues and I find I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide speedy and economical dispute resolution outweighs any potential benefit of an oral hearing. I therefore decided to hear this dispute through written submissions.
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.
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.

### ***Preliminary Decisions***

9. A CRT vice chair issued two preliminary decisions in this dispute. The first involved the strata's request for a representative, which the CRT granted. The second considered a related proceeding at the Residential Tenancy Branch (RTB) that Mr. Konrad had initiated against his landlord. The vice chair found, on a preliminary basis, that the RTB was not a more appropriate venue to resolve Mr. Konrad's claims against the strata, and that Mr. Konrad's CRT claim was not an abuse of process.
10. Although the vice chair noted that the preliminary decision was not binding on a future tribunal member, neither party provided evidence or pursued arguments about the RTB proceeding in their submissions before me. So, I find neither party challenges the preliminary decision, and I have not addressed it further.

### ***Mr. Konrad's status as a former tenant***

11. In its Dispute Response, the strata argues that the CRT does not have jurisdiction over this dispute because Mr. Konrad forfeited his claims by moving out of the strata. Mr. Konrad does not dispute that he moved out of the strata in August 2023, after filing this dispute.
12. The CRT has previously found that a former tenant may pursue a CRT claim against a strata corporation.<sup>1</sup> While prior CRT decisions are not binding on me, I agree with this conclusion. As Mr. Konrad's claims are about the strata's conduct when he was a tenant, I find he is entitled to pursue his claims despite no longer living in the strata.

### ***Mr. Konrad's evidence***

13. In support of his claims, Mr. Konrad submitted a 130-page affidavit, which includes 13 pages of his own description of the events in this dispute. The strata says this is an attempt to circumvent the CRT's 20,000 per claim character limit for written submissions, and that it is procedurally unfair to allow Mr. Konrad to make submissions that exceed the character limits granted to the strata.

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<sup>1</sup> See *Gill v. The Owners, Strata Plan EPS 4403*, 2020 BCCRT 228.

14. Mr. Konrad says that his affidavit contains factual statements only, and is not submitted as argument. He correctly notes that the CRTA and CRT Rules do not include a character limit for evidence.
15. I accept that generally, Mr. Konrad's affidavit is limited to factual information and not argument. Further, I find there is no prejudice to the strata in admitting Mr. Konrad's affidavit, for two reasons. First, there is no indication that the strata requested an extension to the CRT's character limits to respond to Mr. Konrad's evidence, which is permitted under the CRT Rules. Second, given my conclusions below, I find the strata had an adequate opportunity to present its arguments. As explained below, I dismiss Mr. Konrad's claims about the strata's investigation of the vibration, and only grant a remedy for Mr. Konrad's claim about his hearing request. Both Mr. Konrad's and the strata's submissions for the hearing request claim were well under the character limit. So, I find the strata was sufficiently able to address Mr. Konrad's evidence and submissions about this claim and was not prejudiced by any additional argument in his affidavit.

## **ISSUES**

16. The remaining issues in this dispute are:
  - a. Did the strata adequately investigate Mr. Konrad's vibration complaints? If not, must the strata pay Mr. Konrad \$72,000 in damages for loss of use and enjoyment?
  - b. Must the strata pay Mr. Konrad \$1,000 in damages for its handling of his complaints?
  - c. Must the strata pay Mr. Konrad \$1,800 in damages for its failure to hold a hearing?

## **EVIDENCE AND ANALYSIS**

17. As the applicant in this civil dispute, Mr. Konrad must prove his claims on a balance of probabilities, meaning more likely than not. I have read all the parties' evidence and submissions, but only refer to what is necessary to explain and give context to my decision.

### ***Chronology***

18. Mr. Konrad was a tenant in the strata from September 2021 to August 2023. Beginning in May 2022, he reported feeling vibrations in his strata lot which woke him up, sometimes multiple times per night. Mr. Konrad reported the vibrations to his landlords' agent, the strata's concierge, and the strata's building manager.

19. On May 24, 2022, Mr. Konrad's landlords' agent contacted AA, the commercial property manager for Bosa, the strata's developer. AA asked some questions about the vibration to determine whether it may be caused by activities in the commercial area. In response, Mr. Konrad described the vibration as soundless and varying in intensity and duration, lasting from 10 minutes to an hour. He said it happened at all hours of the night, and sometimes during the day.

20. AA then emailed the strata manager, CT, and advised that it did not sound like the vibration was caused by coring or drilling in the commercial area. AA said that they thought it was a strata matter, or maybe a matter for Bosa's customer service.

21. On May 25, CT emailed Mr. Konrad and his landlords' agent and advised that they had asked the building manager, VS, to look into the issue. On June 8, following a further complaint from Mr. Konrad, VS advised that they would be turning off the strata's irrigation system for two days to see if that would eliminate the vibrations. On June 13, Mr. Konrad advised that he did not notice any difference when the irrigation system was turned off.

22. On June 24, Mr. Konrad met with VS and a technician from Ainsworth, the strata's HVAC contractor. Mr. Konrad says he described the vibration and suggested that it may be from a water supply booster pump. Mr. Konrad says that the Ainsworth

technician advised that there were no pumps, fans, or other common property mechanical equipment near Mr. Konrad's unit. So, the Ainsworth technician concluded that the vibration's most likely source was HVAC equipment in another nearby strata lot. An Ainsworth work order in evidence confirms that the technician recommended that the strata survey the neighbouring strata lots or have an HVAC technician check the neighbouring units.

23. The strata says that its concierge contacted the residents of surrounding strata lots, and none of them reported feeling similar vibrations.
24. On June 28, VS emailed Mr. Konrad and asked him to report the vibration issue to Bosa via their online portal. VS said this was because if an HVAC unit was causing the issue, it would be under warranty. Further emails between Mr. Konrad, CT, VS, and a Bosa customer care representative show that Bosa confirmed that it could investigate, and asked Mr. Konrad to open a ticket on the Bosa portal. Mr. Konrad declined to open a ticket with Bosa, and did not respond to Bosa's requests for his contact information to schedule an appointment. He told CT that there was no failed equipment in his unit, so there was no reason for a warranty claim. He said that the strata was responsible for enforcing its nuisance and repair and maintenance bylaws, and Bosa had nothing to do with this enforcement.
25. In the following months, Mr. Konrad continued to submit complaint letters to the strata about the vibrations. In each letter, Mr. Konrad identified the dates and times when he experienced the vibrations, and asked the strata to investigate and eliminate their source. In some of these letters, Mr. Konrad said that he had inspected the equipment in his strata lot and had no reason to believe that it was causing the vibrations.
26. On August 4, 2022, CT sent a letter to Mr. Konrad's landlords. The letter said, in part, that Ainsworth had reported that the vibrations may be HVAC-related, and that because the HVAC system was under warranty, the owners were required to file a warranty claim with Bosa's customer care representative. The letter provided the representative's contact information. The letter said, "Please note that the Strata Corporation will not take any other step to investigate the reported unit vibration issue

until the Strata Corporation is receiving a report in this matter from Bosa Customer Care Representative” (reproduced as written).

27. On August 24, Mr. Konrad’s landlords’ agent contacted a different Bosa representative and advised that they had received CT’s August 4 letter and had been asked to contact Bosa. There is no response to the agent in evidence. However, on October 6, Bosa’s contractor reported to Bosa that they had attempted to contact Mr. Konrad multiple times but had not received a response.
28. Mr. Konrad continued to submit complaints about the vibrations to the strata until April 8, 2023. Mr. Konrad says that after this date, he stayed exclusively with relatives and did not spend the night in his strata lot because of the vibrations. Mr. Konrad moved out of the strata lot on August 31, 2023.

***Did the strata adequately investigate Mr. Konrad’s complaints?***

29. Mr. Konrad says that the strata failed to investigate his bylaw complaints. The applicable bylaws are:
  - a. Bylaw 2(1), which requires owners to repair and maintain their strata lot except for repair and maintenance that is the strata’s responsibility,
  - b. Bylaw 3(1), which prohibits an owner, tenant, occupant, or visitor from using a strata lot, the common property, or common assets in a way that causes a nuisance or hazard to another person or unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and
  - c. Bylaw 8, which sets out the strata’s obligation to repair and maintain common property and common assets.
30. Mr. Konrad says that the vibrations were a nuisance, and that they originated from another strata lot or from common property or common assets. So, he says the vibrations were a breach of the strata’s bylaws which the strata was required to investigate. While the strata disputes that the vibrations were caused by a failure to

maintain and repair common property, it does not dispute that it was required to consider and respond to Mr. Konrad's complaints.

31. The SPA does not set out any specific procedural requirements for addressing bylaw complaints. The BC Supreme Court has found that the SPA gives strata corporations discretion about how to respond to bylaw complaints, as long as they comply with principles of procedural fairness and do not act in a significantly unfair way.<sup>2</sup>
32. Significantly unfair actions or decisions 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's (or tenant's) objectively reasonable expectations are a relevant factor, but are not determinative.<sup>3</sup>
33. Several CRT decisions have concluded that it is significantly unfair for a strata corporation to fail to reasonably investigate and enforce its bylaws. The CRT has also awarded damages to compensate an owner or tenant for the loss of use and enjoyment of their strata lot.<sup>4</sup> While previous CRT decisions are not binding on me, I agree that a failure to investigate complaints and enforce bylaws may be significantly unfair, and that damages may be an appropriate remedy. I say this, in part, because section 26 of the SPA requires the strata to enforce its bylaws, and so it is reasonable for owners and tenants to expect the strata to do so. With that in mind, I turn to Mr. Konrad's claims.
34. Mr. Konrad says that the strata's investigation into his vibration complaints was "woefully inadequate." He says the strata stopped investigating his complaints after receiving Ainsworth's report, and did not acknowledge his complaint letters. He also says that the strata's insistence that he file a warranty claim with Bosa was significantly unfair to him.
35. I acknowledge that the strata's communication in response to Mr. Konrad's complaints was flawed in some ways. At times, the strata did not appear to recognize

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<sup>2</sup> *Chorney v. Strata Plan VIS 770*, 2016 BCSC 148.

<sup>3</sup> *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173.

<sup>4</sup> See, for example, *Chan v. The Owners, Strata Plan LMS 1946*, 2021 BCCRT 456 and *Dhanani v. The Owners, Strata Plan NW 2265*, 2021 BCCRT 282.



that Mr. Konrad was a tenant, rather than an owner. For example, in the strata's July 21, 2022 council meeting minutes, the strata reported that it had received correspondence from an owner about vibration issues, and had advised the owner to make a warranty claim with Bosa. Similarly, although the strata's August 4, 2022 letter was addressed to Mr. Konrad's landlords, it refers to correspondence from Mr. Konrad as though it was sent by the owners. There is also no evidence that the strata sent this letter to Mr. Konrad, though emails in evidence show that he received a copy from his landlord's agent in September 2022.

36. Despite these communication inaccuracies, I find the strata made reasonable efforts to investigate the vibrations' source. The strata is entitled to rely on professional advice.<sup>5</sup> I find it reasonably did so by engaging Ainsworth, which advised that the vibrations may be from an HVAC unit. The strata then contacted Bosa, who advised that it would require Mr. Konrad to open a ticket before it could investigate the HVAC units. Although Mr. Konrad says that as a tenant, he did not have access to Bosa's portal to submit a ticket, there is no evidence that he communicated this to the strata or to Bosa when they requested that he do so.
37. In any event, I find Bosa was willing to investigate even without a formal ticket being opened, as it asked its contractor to investigate in response to Mr. Konrad's landlord's agent's email in August 2022. However, the contractor advised that they were unable to investigate because Mr. Konrad did not answer their attempts to contact him.
38. Mr. Konrad's expectation appears to have been that the strata would investigate the vibrations without involving him in the process. He says that nothing in his unit was causing the vibrations, and only the strata, not Bosa, had the authority to enter and inspect the surrounding strata lots. While Mr. Konrad says that his education and experience make him qualified to discern whether the equipment in his strata lot is functioning properly, I find the strata was entitled to rely on Ainsworth and Bosa for their expertise rather than accept Mr. Konrad's subjective opinion that the vibrations were not caused by anything in his strata lot.

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<sup>5</sup> *Leclerc* at paragraph 56.

39. The strata's correspondence indicates that it offered to coordinate access to the surrounding strata lots once Bosa had made an appointment with Mr. Konrad. Although the strata could have asked Bosa to inspect the other strata lots without first meeting with Mr. Konrad, given that Mr. Konrad was the only resident reporting the vibration issue, I find it was reasonable for the strata to expect his participation and cooperation in the investigatory process.
40. Mr. Konrad says Bosa did not have a right to access his strata lot, and only the strata did. He says that the strata did not ever give him formal notice to enter his strata lot, but that he would have complied if it had done so. Bylaw 7 requires owners and tenants to permit a person authorized by the strata to enter the strata lot on 48 hours' written notice to inspect, repair, or maintain property that it is required to repair and maintain.
41. The strata does not dispute that it did not give Mr. Konrad notice to enter his strata lot. However, I find its decision not to do so was reasonable. The strata provided multiple opportunities for Mr. Konrad to communicate with Bosa to arrange an inspection and Mr. Konrad repeatedly demonstrated his unwillingness to do so. I find the strata was not obligated to disregard Mr. Konrad's clear communication on this point and require him to permit entry to his strata lot under its bylaws.
42. Similarly, in light of Mr. Konrad's clear refusal to communicate with Bosa, I find it was reasonable for the strata not to respond to each of Mr. Konrad's numerous complaint letters about the vibration. Both Mr. Konrad and the strata had made their respective positions clear, and I find further communication reiterating the strata's position that it would not continue investigating until Mr. Konrad communicated with Bosa would have served no reasonable purpose.
43. In summary, while it was reasonable for Mr. Konrad to expect the strata to investigate the vibration issue, I find he was not entitled to dictate the strata's process in doing so. By engaging Bosa and attempting to either discover or rule out a warrantable HVAC issue, I find the strata made reasonable attempts to investigate the vibrations, as far as it could do so without Mr. Konrad's further cooperation in the investigation.

44. I find Mr. Konrad has not established that the strata acted significantly unfairly or in a procedurally unfair manner in response to his bylaw complaints about the vibrations. So, I find it unnecessary to address his potential damages for loss of use and enjoyment. I dismiss this part of Mr. Konrad's claim.
45. Similarly, I dismiss Mr. Konrad's claim for \$1,000 in aggravated damages for the strata's insistence that he make a warranty claim with the developer, and his alternative claim for damages for significant unfairness. As discussed above, I find the strata's approach was reasonable, so there is no basis on which to award damages to Mr. Konrad.
46. Lastly, I note that Mr. Konrad made one bylaw complaint unrelated to the vibrations. In a July 2, 2022 letter to the strata, Mr. Konrad complained of unreasonable noise from the unit above his. Mr. Konrad says the strata did not investigate this complaint.
47. The strata does not address this complaint in its submissions, so I infer it agrees that it did not investigate Mr. Konrad's July 2 complaint.
48. As noted, it is reasonable for owners and tenants to expect the strata to enforce its bylaws. The strata has limited discretion not to enforce trivial breaches.<sup>6</sup> Here, the strata does not argue that the alleged breach was trivial.
49. As Mr. Konrad notes, there is no reference to his complaint in the July 21, 2022 council meeting minutes, and no evidence that the strata notified the unit's residents of the complaint. In the absence of evidence or arguments from the strata about this complaint, I find that on balance, the strata failed to reasonably address it.
50. However, I find that Mr. Konrad has not established that he is entitled to a remedy for the strata's failure to enforce its noise bylaw in response to this complaint. First, the alleged unreasonable noise on July 2 appears to have been an isolated incident, and Mr. Konrad has not established that it interfered with his use and enjoyment of his strata lot.

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<sup>6</sup> *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32.

51. Further, Mr. Konrad did not claim a specific remedy for this complaint. His Dispute Notice and submissions only refer to a daily rate in damages for the vibration issue. Mr. Konrad did not request an order that the strata investigate this noise, and I find such an order would serve no reasonable purpose in any event now that Mr. Konrad no longer resides in the strata lot. So, I dismiss this part of Mr. Konrad's claim.

### ***Hearing request***

52. I turn to Mr. Konrad's claim for \$1,800 in damages for the strata's alleged failure to hold a hearing he requested under the SPA. He frames this as a claim for punitive damages, or in the alternative, damages for the strata's significantly unfair actions.

53. Mr. Konrad requested a hearing to discuss his vibration complaints, as well as the strata's repair and maintenance obligations, in a June 5, 2022 letter. The strata manager, CT, emailed Mr. Konrad on June 23, advising that the strata council would be meeting that evening at 6:30 pm. CT's email said that the meeting would take place in "the amenity room Tower D".

54. Mr. Konrad says he understood this to mean the meeting would be in a room on the third floor of Tower D. Mr. Konrad provided a photograph of the room's door, which is labelled "Amenity Lobby." He also provided a picture of a sign which he says points to the room, labelled "Amenity." The strata does not dispute the accuracy of these photographs.

55. Mr. Konrad says that he waited outside the third-floor amenity room until 6:45 pm, but nobody arrived for the strata council meeting. Mr. Konrad emailed CT, who responded the following day apologizing for the inconvenience. CT advised that the meeting room is in the Tower D lobby, and that the next meeting would be held on July 21 at 5:00 pm in the same room. CT also provided Mr. Konrad with their phone number in case he had difficulties finding the meeting.

56. Mr. Konrad says that on July 21, he went to Tower D at 4:50 pm. He says that his key fob would not allow him to access Tower D's lobby, but that he could see the meeting room through the windows. Mr. Konrad says he waited outside the lobby until 5:20

pm, but no members of the strata council appeared, and no one entered the meeting room.

57. Mr. Konrad notes that the strata's July 21 meeting minutes say that the meeting was called to order at 5:54 pm. So, I infer that either CT told Mr. Konrad the incorrect time in his June 24 email, or the time was changed and CT did not advise Mr. Konrad.
58. Mr. Konrad says that he was not offered another opportunity to attend a council meeting. There is no evidence before me that Mr. Konrad notified CT or the strata that he had attempted to attend the July 21 meeting. Mr. Konrad does not explain why he did not attempt to reach CT by phone when he could not see the meeting, as CT had suggested in his June 24 email.
59. The strata acknowledges the miscommunication about the location of the June 23 meeting, but says this was an inadvertent error and was not malicious. The strata says that because it believed Mr. Konrad had failed to attend the July 21 meeting, it did not schedule another hearing.
60. SPA section 34.1 says that if an owner or tenant requests a hearing, the strata must hold the hearing within 4 weeks of the request. Previous CRT decisions have included a damages award to compensate for a strata's failure to comply with this provision.
61. In *Lozjanin*,<sup>7</sup> the strata initially denied the owner's hearing request, saying that it was not necessary. The strata later asked the owner for further reasons for her request. After the owner repeated her request, the strata scheduled a hearing, but the evidence showed that the meeting was actually scheduled for a different date. The strata provided no explanation for the contradicting dates. The tribunal member found the strata's actions were significantly unfair, and awarded the owner \$1,000 in damages.
62. In *Hart*,<sup>8</sup> the tribunal member found that the strata acted significantly unfairly by essentially ignoring the owner's numerous hearing requests for 1.5 years. The

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<sup>7</sup> *Lozjanin v. The Owners, Strata Plan BCS 3577*, 2019 BCCRT 481.

<sup>8</sup> *Hart v. The Owners, Strata Plan VR 172*, 2023 BCCRT 529.

tribunal member ordered the strata to pay the owner \$1,500 in damages to compensate for its significantly unfair actions.

63. I find *Lozjanin* is more comparable to the circumstances of this dispute, as it also involved the strata incorrectly communicating the hearing's timing. While there is no evidence that the strata intentionally misled Mr. Konrad about the July 21 meeting time, the strata did not provide any explanation for this in its submissions, and simply stated that Mr. Konrad did not attend the hearing.
64. I agree with the strata that there is no evidence that it acted in a malicious, vindictive, or reprehensible manner, which is the threshold for an award of punitive damages.<sup>9</sup> I also accept that the strata's failure to inform Mr. Konrad about the correct meeting location for the June 23 hearing was an honest mistake, and was not significantly unfair to Mr. Konrad. However, I find it was reasonable for Mr. Konrad to expect the July 21 hearing to proceed at the time CT communicated to him, particularly after the miscommunication about the June 23 hearing.
65. So, I find the strata's actions in failing to provide Mr. Konrad with the correct time for the July 21 meeting were significantly unfair to Mr. Konrad, and that he is entitled to damages for that unfairness.
66. However, I find the circumstances in this dispute are distinguishable from those in *Lozjanin* in some ways. In that dispute, part of the reason for the tribunal member's finding of significant unfairness was that the strata had initially denied the owner a hearing, and had required the owner to provide reasons for the hearing, which is contrary to the SPA. Here, although the strata's actions were burdensome to Mr. Konrad, I find there is no evidence that they were intentional or in bad faith. So, I find the strata's conduct less blameworthy in these circumstances. With that in mind, I find that \$500 is a reasonable amount to compensate Mr. Konrad for the strata's significantly unfair actions.

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<sup>9</sup> See *Honda Canada Inc. v. Keays*, 2008 SCC 39, at paragraph 68.

## **CRT FEES, EXPENSES AND INTEREST**

67. 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. The CRT often awards partial CRT fees where an applicant is partially successful. However, in previous decisions, the CRT has declined to do so where the applicant received only a small percentage of their initial claim.<sup>10</sup> While prior CRT decisions are not binding on me, I agree with this approach. Here, Mr. Konrad was largely unsuccessful, having received only \$500 of the claimed \$74,800. So, I dismiss Mr. Konrad's claim for reimbursement of his CRT fees. Neither party claimed dispute-related expenses, so I award none.

68. The *Court Order Interest Act* (COIA) applies to the CRT. Mr. Konrad is entitled to prejudgment interest on the \$500 in damages from the date of the strata council meeting, July 21, 2022, to the date of this decision. This equals \$40.97.

## **ORDERS**

69. Within 30 days of this decision, I order the strata to pay Mr. Konrad \$540.97, broken down as follows:

- a. \$500 in damages, and
- b. \$40.97 in pre-judgment interest under the *Court Order Interest Act*.

70. Mr. Konrad is entitled to post-judgment interest, as applicable.

71. This is a validated decision and order. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, 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

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<sup>10</sup> See, for example, *Dennie v. Rodgers*, 2023 BCCRT 509, *Pivnick v. Planet Lazer Entertainment Ltd.*, 2023 BCCRT 7, and *Anzulovich v. Falk dba Alejandra Falk*, 2024 BCCRT 66.

\$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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Alison Wake, Tribunal Member