



Civil Resolution Tribunal

Date Issued: July 25, 2024

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File: ST-2022-008424

Type: Strata

Civil Resolution Tribunal

Indexed as: *Poon v. The Owners, Strata Plan EPS7041*, 2024 BCCRT 718

B E T W E E N :

ADA STEPHANIE POON

APPLICANT

A N D :

The Owners, Strata Plan EPS7041

RESPONDENT

AMENDED¹ REASONS FOR DECISION

Tribunal Member:

Kate Campbell, Vice Chair

¹ Amendment Note: Paragraph 6 has been amended to correct an inadvertent error, under the authority of Civil Resolution Tribunal Act section 64.

INTRODUCTION

1. This strata property dispute is about bylaw fines.
2. Ada Stephanie Poon owns a strata lot in the strata corporation, The Owners, Strata Plan EPS7041 (strata).
3. The owner is self-represented in this dispute. The strata is represented by a strata council member.
4. The owner says the strata unreasonably fined her \$200 for changing the front door lock in her strata lot. She requests an order that the strata remove the fine.
5. The strata says the fine is valid because the owner breached strata bylaws by replacing the mechanical lock with an electronic lock. The strata also says it gave proper notice before imposing the fine. The strata says it will rescind the fine if the owner removes the electronic lock.
6. For the reasons set out below, I find in favour of the strata in this dispute. I do not order the strata to rescind the \$200 fine.

JURISDICTION AND PROCEDURE

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction (authority) over strata property claims under *Civil Resolution Tribunal Act* (CRTA) section 121. The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
8. 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. There are no credibility issues in this dispute, and neither party requested an oral hearing. I find I am properly able to assess and weigh the documentary evidence and submissions before me. So, I decided to hear this dispute through written submissions.

9. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUES

10. The issues in this dispute are:
 - a. Did installing the electronic lock breach strata bylaws?
 - b. Must the strata rescind the \$200 bylaw fine?

REASONS AND ANALYSIS

11. In a civil claim like this one, the owner, as applicant, must prove her claims on a balance of probabilities. This means more likely than not. I have reviewed all the parties' evidence and submissions, but I only refer to what is necessary to explain my decision.
12. When the strata was created in December 2020, the owner developer filed consolidated bylaws at the Land Title Office that added to the Standard Bylaws in the *Strata Property Act* (SPA). The strata later filed bylaw amendments in August 2022. Together, I find these are the bylaws that apply to this dispute, along with those portions of the Standard Bylaws that were not replaced by the later amendments.
13. The parties agree that the owner replaced the mechanical lock on her strata lot's entrance door with an electronic lock.
14. The strata sent the owner a warning letter about the electronic lock on September 1, 2022. The letter said the strata had received a complaint about the lock on August 24, 2022. The letter cited bylaw 3(2)(c)(ii), which states:

An owner shall not...without first obtaining the written consent of the strata council...paint, decorate, add to or remove any part of the building that is visible from the hallways of the building.

15. The September 1, 2022 letter gave the owner an opportunity to respond to the complaint, and warned that the strata might impose a fine. On October 27, 2022, the strata sent a second letter, imposing a \$200 fine. The October 27, 2022 letter again cited bylaw 3(2)(c)(ii).
16. The owner says, among other things, that bylaw 3(2)(c)(ii) does not apply because the door in which the electronic lock is installed is not a fixture. By that, I infer she means that the door is not “part of the building” for the purposes of bylaw 3(2)(c)(ii).
17. The owner cites the definition of “fixture” in *Strata Property Regulation* section 9.1, which says:

"fixtures" means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.
18. The owner says the door can be removed without damaging the building. She also says the electronic lock was installed in the door without any drilling, damage, or alteration to the door.
19. *Strata Property Regulation* section 9.1 is about insurance, and so does not directly apply to this dispute. However, based on the wording of bylaw 3(2)(c)(ii), I find the door is part of the building. A photo in evidence shows that the door in question opens onto a common property hallway. Like windows, a door can be replaced, but without the door (or window) the building would have a hole, or an unprotected entrance. For that reason, I find that the door in question is part of the building.
20. The owner says the door in question is not common property. I disagree. Common property is defined under section 1 of the *Strata Property Act* (SPA) to include the part of a building that is not part of a strata lot. The strata plan does not designate the doors as limited common property (LCP), or as part of the strata lot. Further, under section 68(1) of the SPA, the boundary of a strata lot is the midpoint of its exterior

wall. The door in question is on both sides of the midpoint. So, I find the door is common property.

21. Under bylaw 8, the strata is responsible to repair and maintain common property, including the door. I find this supports the conclusion that installing the electronic lock without strata permission breached bylaw 3(2)(c)(ii).
22. For these reasons, I find that installing an electronic lock on the strata lot entrance door without strata permission breached bylaw 3(2)(c)(ii).
23. After it imposed the bylaw fine on October 27, 2022, the strata sent subsequent letters to the owner that cited bylaw 6(1). That bylaw says an owner must obtain the strata's written approval before altering common property. However, the strata imposed the \$200 fine before it mentioned bylaw 6(1) in its correspondence. The strata's letters of September 1, 2022, and October 27, 2022, specifically say the fine was for breaching bylaw 3(2)(c)(ii). So, I find it unnecessary to consider whether bylaw 6(1) was breached.
24. For these reasons, I find the \$200 bylaw fine imposed on October 27, 2022, is valid. I dismiss the owner's claim to have the fine removed from her strata lot account.

CRT FEES AND EXPENSES

25. 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. The owner was unsuccessful, so I dismiss her claim for CRT fees. The strata did not claim any dispute-related expenses or pay any CRT fees.
26. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses to the owner.

ORDER

27. I dismiss the owner's claims.

Kate Campbell, Vice Chair