



Civil Resolution Tribunal

Date Issued: September 10, 2024

Date Amended: September 17, 2024¹

File: ST-2022-007298 and
ST-CC-2023-013033

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan LMS 36 v. Lee*, 2024 BCCRT 886

B E T W E E N :

The Owners, Strata Plan LMS 36

APPLICANT

A N D :

LAWRENCE LEE and CINDY LAJOIE LAFRAMBOISE

RESPONDENTS

A N D :

The Owners, Strata Plan LMS 36

RESPONDENT BY COUNTERCLAIM

AMENDED¹¹ REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about the removal of a pet dog and related bylaw fines. It involves 2 linked disputes, ST-2022-007298 and ST-CC-2023-013033. Although the party names are not identical in both disputes, the disputes involve the same parties and issues, so I find they are a claim and counterclaim. I have issued one decision for both disputes.
2. The respondents, Lawrence Lee and Cindy Lajoie Laframboise, reside in a strata lot (SL47) in the applicant strata corporation, The Owners, Strata Plan LMS 36 (strata). Mr. Lee owns SL47. Ms. Lajoie Laframboise is Mr. Lee's tenant. Ms. Lajoie Laframboise represents the respondents. A strata council member represents the strata. Ms. Lajoie Laframboise is the sole applicant in the counterclaim and the strata is the respondent. For convenience, I will refer to Mr. Lee and Ms. Lajoie Laframboise as the "respondents" even though Mr. Lee is not a named party in the counterclaim.
3. In ST-2022-007298, the strata says that the respondents have contravened its bylaws by keeping a dog in SL47 without the strata's permission. It admits it agreed to Mr. Lee's request for "a small companion dog" in June 2021 based on a doctor's note but says the bylaw accommodation was for a Yorkshire Terrier "or a similar-sized replacement". According to the strata, Ms. Lajoie Laframboise obtained a second, larger dog, a Great Dane, but did not seek permission from the strata before doing so. Although it agrees the respondents no longer have the Yorkshire Terrier and have only the Great Dane (dog or Great Dane), the strata says they have kept the dog in SL47 despite written warnings and requests to remove it. The strata assessed bylaw fines totalling \$1,800.00 between June and October 2022, when it started this proceeding. In submissions, the strata says the fines have increased to \$17,200.00 as of March 27, 2024. The strata asks for orders that the respondents contravened bylaw 3(3)(a), that their dog be permanently removed from SL47, and that the respondents pay all associated bylaw fines until the dog is removed.
4. The respondents say the strata told them they could have one dog and that their

dog is a registered service dog. They also say that their Yorkshire Terrier passed away suddenly, and they replaced it with their current dog because Mr. Lee still requires an emotional support dog. I infer they ask for the strata's claims to be dismissed.

5. In the counterclaim, ST-CC-2023-013033, Ms. Lajoie Laframboise asks that the strata acknowledge the respondents' need for an emotional support animal and understand their need for protection. She places a value of \$7,600.00 on her claim. I infer Ms. Lajoie Framboise seeks orders that the strata allow their dog to remain and reverse the bylaw fines.
6. The strata says that it never approved the dog and that it properly assessed bylaw fines. It also says that it received complaints from other residents about the dog barking and a petition from several owners to have the dog removed because it is aggressive. The strata says the respondents have not established they have a valid claim under section 8 of the BC *Human Rights Code* (Code) such that the strata must allow their dog to remain. The strata asks that the respondents' claims be dismissed.
7. As explained below, I find the strata accepted Mr. Lee has a disability under the Code and has failed to prove his dog must be removed. I order the strata accommodate Mr. Lee and allow the Great Dane to remain in SL47 for as long as Mr. Lee resides there. I also order the respondents to pay \$800 in bylaw fines plus interest.

JURISDICTION AND PROCEDURE

8. 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.

9. 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 find I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. I am satisfied an oral hearing is not necessary in the interests of justice. I therefore decided to hear this dispute through written submissions.
10. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
11. Under section 61 of the Act, the CRT may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the tribunal in accordance with its mandate. In particular, the CRT may make such an order on its own initiative, on request by a party, or on recommendation by a case manager.
12. As earlier noted, Ms. Lajoie Laframboise is the sole applicant in the counterclaim. Based on the overall submissions and evidence, I find the strata essentially accepted that Ms. Lajoie Laframboise's counterclaim was made on behalf of herself and Mr. Lee. In particular, it did not argue that Ms. Lajoie Laframboise lacked standing (legal authority) to bring her counterclaim on behalf of herself and Mr. Lee, which I find is what she intended to do. Therefore, I have exercised my discretion under section 61 to direct that Mr. Lee be added as an applicant in the counterclaim.

Preliminary Decision

13. In ST-2022-007298, the CRT issued a preliminary decision on May 31, 2023, about the respondents' request to extend the deadline for them to file their Dispute Response. CRT staff had already extended the deadline at least twice under the CRT rules to May 5, 2023, in order for the respondents to obtain medical evidence and legal advice. A CRT vice chair determined that no further extensions were

permitted and set a new deadline of June 5, 2023. The CRT received the Dispute Response on June 10, 2023, and issued the Dispute Notice for ST-CC-2023-013033 on January 31, 2024. This series of events partially explains the delay in hearing these disputes, but nothing turns on the preliminary decision.

Code Jurisdiction

14. CRTA section 114 gives the CRT jurisdiction to apply the Code. CRTA section 11(1)(d) says the CRT may refuse to resolve a claim or dispute within its jurisdiction that involves the Code. Read together, I find this means the CRT has discretion to resolve a discrimination claim. I have exercised that discretion in this decision.

ISSUES

15. The issues in this dispute are:

- a. Are the respondents entitled to keep a dog?
- b. Does the strata have a bona fide reasonable justification for not allowing the dog?
- c. Did the respondents contravene the pet bylaw and, if so, what amount of fines must they pay the strata?

BACKGROUND, EVIDENCE AND ANALYSIS

16. As the applicant in a civil proceeding such as this, the strata must prove its claims on a balance of probabilities, meaning more likely than not. The respondents must prove their claims to the same standard. I have considered all the parties' submissions and evidence jointly in both disputes but refer only to information I find relevant to explain my decision.

17. The strata was created in July 2014 and is governed by the SPA. It consists of 146 residential strata lots in a single 27-floor high-rise building. SL47 is located on the 10th floor.

18. The strata filed a complete new set of bylaws with the Land Title Office on September 20, 2011. These bylaws included bylaw 3(3) that prohibits pets, bylaw 23 about maximum fines, and bylaw 24 about continuing fines. Bylaw 3(3)(j) permitted a maximum fine of \$100.00 for any pet bylaw contravention. On September 18, 2012, the strata filed a bylaw amendment to increase its maximum fine for bylaw contraventions from \$50.00 to \$200.00, but it did not amend bylaw 3(3)(j). On October 4, 2022, the strata amended bylaw 3(3)(j) to allow a maximum fine of \$200.00 for contravention of the pet bylaw. I find these bylaws apply to this dispute. The Standard Bylaws under the SPA do not apply. I reproduce the relevant parts of the strata's pet bylaw 3(3) as follows:

3(3) Pets

- a) No owner, or their tenant(s), shall keep any dog, cat or other animal in their strata lot.
- c) The strata council may for just cause demand removal of a pet such demand shall be in writing to the owner allowing 30 days for removal of the pet.
- f) An owner shall discourage his/her dog(s) from barking at all times.
- g) For the purpose of paragraph (c) of this by-law "just cause" shall include, but not [be] limited to, excessive barking....
- i) The strata council shall have the authority to levy a fine of up to \$200 [\$100 prior to October 4, 2022] for any violation of these by-laws.

Are the respondents entitled to keep a dog?

19. On June 16, 2021, the strata wrote to Mr. Lee to advise they had granted him a bylaw exemption to keep a dog in SL47. It is clear the exemption was based on a note from his doctor dated June 5, 2021. The letter expressly stated bylaw 3(3) still applied, which I infer means the parts of bylaw 3(3) that did not prohibit dogs. The letter also mentions that the doctor's note is the second note, which implies Mr. Lee made an earlier request that the strata did not grant. None of Mr. Lee's requests are before me. However, the June 5, 2021 doctor's note confirmed Mr. Lee suffered

from anxiety and depression, had a history of “seeking euthanasia” due to loneliness, and that he would benefit from a companionship animal. The note expressly stated Mr. Lee was at “increased risk of death should he not have [a companionship animal]”. Mr. Lee was 93 years old at the time.

20. In May 2022, Ms. Lajoie Laframboise exchanged emails with the strata manager. She advised the strata the respondents had decided to adopt a second dog, the Great Dane at issue here, which the respondents allege is a service dog. In submissions, Ms. Lajoie Laframboise admits they acquired the Great Dane in March 2022. The evidence supports that the respondents still had their Yorkshire Terrier at the time. The strata manager responded by email on May 4, 2022, that the strata council had denied their request for the second dog. The email requested the respondents remove the dog and stated fines would be charged to SL47 every 7 days until they did so. On May 5, 2022, the strata manager sent a similarly worded letter by regular mail. In that letter, the strata manager said the strata had granted the respondents an exemption in June 2021 to keep “one companion dog, or a similar-sized replacement”, but that is not what the June 2021 letter said. The June 2021 letter simply stated the strata granted Mr. Lee and exemption to “allow [him] to keep a dog in [SL47]”. The strata did not reference the size of any permitted dog until its May 4, 2022 email and May 5, 2022 letter. Both items of correspondence stated Mr. Lee could keep a small dog for emotional support or as a companion dog, but that the larger dog was not permitted.
21. The parties exchanged further emails, and the respondents refused to pay all but \$200 in fines. On May 11, 2022, the strata manager wrote to the respondents and again requested they remove their dog from SL47 because it was in contravention of bylaw 3(3). The respondents replied by email on May 13, 2022, and advised they were considering selling SL47. On July 31, 2022, the respondents advised the strata that they now only had one dog. The parties exchanged further emails in August 2022 where the strata manager confirmed the respondents’ dog could not remain even if they no longer had the original dog. It appears the strata’s lawyer also wrote to the respondents and provided a deadline for their dog’s removal, but that correspondence is not before me.

22. There is little correspondence between the parties after August 2022 in evidence. However, the strata received complaints about the dog's barking in March 2023 and its aggressive behaviour. It provided video evidence that shows the dog jumping up on one individual and biting another individual. Both incidents occurred in September 2023. The strata received a petition signed by 80 residents demanding the strata take legal action to remove the respondents' dog because of its aggressiveness and for other unrelated pet bylaw contraventions. Although a strata council member says in a witness statement the strata received the petition in October 2022, I find it was likely received in October 2023, based on the overall evidence and submissions.
23. Finally, the respondents provided additional doctor's notes dated in 2023 and 2024. Of significance is a March 14, 2023 note from Mr. Lee's doctor reiterating that Mr. Lee suffered from depression and suicidal thoughts. The note stated it "would be wise not to remove his dog from him". I find this doctor's note is not substantially different than the June 5, 2021 doctor's note on which the strata based its approval to accommodate Mr. Lee to have a dog, despite the "no pet" bylaw. As for Ms. Lajoie Laframboise, there are notes for her psychiatrist in evidence. While the notes address her mental health history, I find they do not confirm her need for a companion or support dog.
24. The respondents make 2 main arguments in support of keeping their dog. The first is that it is a service dog, which the strata must legally permit. The second is that they need a dog for companionship and support as well as for protection, which they say is supported by their doctors. Although the respondents do not mention the Code, I find this argument is essentially one of accommodation under the Code. The strata argues that the respondents have not proven they require accommodation for their disabilities under the Code such that they can keep their dog.
25. I will first address the respondents' service dog argument.

Service Dog

26. SPA section 123 addresses limits to pet bylaws. Subsection (3) says that a bylaw

that prohibits pets does not apply to a “guide dog”, “retired guide or service dog”, or “service dog” as defined in the *Guide Dog and Service Dog Act* (GDSDA). Such dogs must be certified by the Registrar of Guide Dogs and Service Dogs. I acknowledge the respondents provided a certificate for their dog issued by “Service Dogs Canada”, but I find that is not a certificate required under the GDSDA. Service Dogs Canada appears to be an online service available to dog owners to apply for alleged “service dog certification”. I find the provided certification does not meet the requirements under the GDSDA, so the respondents’ dog is not exempted from the strata’s pet bylaw under SPA section 123(3).

Code

27. I turn now to the respondents’ argument that their dog is a companion or support dog required for medical reasons. As mentioned, this is an argument about accommodation pursuant to the Code. Under the Code, a strata corporation has a duty to accommodate an occupants’ disabilities unless the accommodation would cause the strata undue hardship. See *Konieczna v. Strata Plan NW2489*, 2003 BCHRT 38 and *St Pierre v. The Owners, Strata Plan BCS1586*, 2022 BCCRT 1284.
28. Section 8 of the Code says, in part, that unless there is a bona fide (genuine) and reasonable justification, a person (here the strata) must not, because of a physical or mental disability, discriminate against another person (here the respondents) regarding any accommodation, service, or facility customarily available to the public.
29. The respondents must establish one of them has a disability which triggers a duty to accommodate under the Code. They then must prove the strata’s request to remove the dog adversely impacted the respondent with a disability and that the disability was a factor in the adverse impact. After that, the burden shifts to the strata to establish a bona fide and reasonable justification for not permitting the Great Dane to remain in SL47.
30. The Code does not define “disability”. However, I find the strata accepted Mr. Lee’s disability based on its June 16, 2021 letter that expressly permitted him to keep one dog, which at the time was his Yorkshire Terrier. Contrary to the strata’s submissions and subsequent correspondence with the respondents, the strata’s

June 16, 2021 letter did not restrict the size or breed of dog. It simply noted that Mr. Lee was exempt from the pet prohibition in bylaw 3(3) and permitted to keep “a dog in [SL47]”. Given the strata must enforce its bylaws fairly against all owners and tenants, I find the strata’s letter was an accommodation under the Code to allow Mr. Lee to keep a support dog in SL47.

31. As mentioned, in April or May 2022, when the respondents obtained the Great Dane, the Yorkshire Terrier was still alive and residing in SL47. There is no evidence Mr. Lee’s disability required him to keep 2 dogs. Although the respondents provided another doctor’s note dated April 7, 2022, stating Mr. Lee would benefit from a “Support/Service Animal”, I find the note is too vague to be interpreted to mean Mr. Lee required 2 dogs. So, I find the strata did not need to accommodate Mr. Lee’s request for the second dog in April or May 2022. Therefore, the strata was entitled to deny the respondents’ request for a second dog.
32. However, this does not end the matter. In July 2022, after the Yorkshire Terrier had passed, the respondents were again left with a single dog. They rely on the strata’s June 16, 2021 letter that permitted them to keep one dog, which I have found was not conditional on the size or breed of dog. The strata on the other hand, argues the respondents did not obtain its approval for the dog. While this is true for the period the respondents had 2 dogs (April 2022 through July 2022), the strata had already approved 1 dog for Mr. Lee in June 2021, without conditions on the dog’s size or breed. The strata’s duty to accommodate under the Code is ongoing. So, just because Mr. Lee did not get pre-approval for the Great Dane does not mean the strata can ban the dog after his circumstances changed. Therefore, I find the strata’s approval in June 2021 also applied to the Great Dane after the Yorkshire Terrier had passed. Further, Mr. Lee’s doctor’s note dated March 14, 2023, confirms Mr. Lee’s situation was unchanged, so I find his need for a companion animal was also unchanged.
33. The strata cites *Lylack v. The Owners, Strata Plan Number LMS1755 and others*, 2022 BCHRT 16, to support its position that Mr. Lee’s medical information does not establish a clear link between the beneficial impact of dog ownership and his disabilities. I disagree. *Lylack* addresses the severity of symptoms and the medical

information before me includes a risk of suicide if the dog is not permitted to remain, which is obviously severe.

34. Further, the strata already accepted the June 5, 2021 doctor's note. It would be significantly unfair for the strata to say the medical information was lacking when it relied on the information to grant accommodation for the dog in 2021 and the medical information in 2022 and 2023 was unchanged.
35. The strata also cites *N.K. v. The Owners, Strata Plan LMS YYYY*, 2018 BCCRT 108. In *N.K.* the strata corporation had a bylaw limiting the weight of permitted dogs. So, while the CRT found the strata corporation was required to accommodate N.K. under the Code, it also found the dog contravened the pet bylaw weight limit. I find I can distinguish the facts in *N.K.* from the facts here because the issue in this dispute is about permitting a dog which does not otherwise contravene the pet bylaw.
36. Based on all of this, I find Mr. Lee has established, and the strata accepted, that he has a disability that requires him to have a dog. For completeness, I do not find that Ms. Lajoie Laframboise's doctor's notes provided in evidence establish she has a disability that requires her to have a dog. Rather, I find the doctor's notes recount her personal history of trauma and abuse and provide a medical analysis, but they do not state she requires a dog in any capacity.
37. Accordingly, I find Mr. Lee has proved he has a disability under the Code which requires him to have a dog.

Does the strata have a bona fide reasonable justification for not allowing the dog?

38. I turn now to the strata's request that the respondents remove their Great Dane. I will not address here the strata's initial request to refuse the Great Dane because it was a second dog. That is because situation changed when the respondents' first dog passed away a few months later. Rather, I will focus on the alleged aggressiveness of the Great Dane, which first became an issue in September 2023.

39. Having established that Mr. Lee has a disability under the Code, the respondents must prove he was adversely impacted by the strata's request to remove the dog and that his disability was a factor in the adverse impact. I find Mr. Lee's doctor's notes are sufficient to establish this adverse impact. The notes consistently explain Mr. Lee's mental condition did not change and remained stable from at least June 5, 2021, through March 14, 2023. Since at least July 2022, the Great Dane was Mr. Lee's sole companion dog.
40. The burden now shifts to the strata to establish a bona fide and reasonable justification for not permitting the respondents' dog to remain in SL47 to the point of undue hardship. In *Moore v. British Columbia (Education)*, 2012 SCC 61 at paragraph 49, the Supreme Court of Canada summarized the test. The Court stated it must be shown that alternative approaches were investigated and that there was nothing else reasonable or practical that could have been done to avoid the negative impact on the individual.
41. Bylaw 3(3)(g) permits the strata to remove a dog for "excessive barking". The strata says that it received 2 complaints about the dog barking, the second of which was in March 2023. I do not find that 2 complaints of the dog barking establish excessive barking, so I will not address this matter further.
42. From the video evidence provided, it is clear the Great Dane acted aggressively towards 2 people by jumping on one and biting another in September 2023. Following these incidents, the strata contacted the BC Society for the Prevention of Cruelty to Animals (SPCA). An Animal Control Officer attended SL47 and spoke to one of the respondents about the dog's unacceptable behaviour. In an email to the strata dated October 5, 2023, the Officer confirmed that based on their knowledge, it was not a situation where the animal would be removed. The Officer further explained they were hopeful the information they provided to the respondent on dog behaviour, muzzle training, and professional dog training would assist to resolve the issue. The respondents say they have been training the dog on their own and through private lessons.
43. I find the involvement of the SPCA was an alternative approach taken by the strata

consistent with *Moore*. Further and based on the overall evidence and submissions, I find the Great Dane's behaviour has improved. Specifically, I note there have not been any reported incidents involving the dog since October 2023, when the strata provided its evidence and submissions.

44. For these reasons, I find the strata has failed to prove it will be subject to undue hardship if the Great Dane continues to reside in SL47. I dismiss the strata's request that the dog be removed, and I grant the respondents' requested order that the Great Dane be permitted to remain in SL47. Since my reasons are based on Mr. Lee's disability, I find the Great Dane may remain in SL47 for as long as Mr. Lee resides there.
45. Having reached this conclusion, I do not find it necessary to address the strata's argument it has acted fairly.
46. It is unclear how the respondents valued their claim at \$7,600.00 but I find it was likely tied to the bylaw fines, which I now address.

Did the respondents contravene the pet bylaw and, if so, what amount of fines must they pay the strata?

47. The bylaws prohibit pets. As discussed, one exception to a pet prohibition is if there is discrimination under the Code as I found here. However, I have also found there is no proof the respondents required 2 dogs. So, I find the respondents contravened bylaw 3(3)(a) in March 2022 when they acquired the Great Dane as a second dog, and that the contravention continued through July 2022, while their Yorkshire Terrier was still alive. Accordingly, I find the strata was entitled to fine the respondents for the period they had 2 dogs, provided it followed the SPA when assessing fines.
48. Section 135 sets out procedural requirements the strata must follow before imposing bylaw fines. Under SPA section 135(1), before imposing fines, the strata must have received a complaint, and given the owner and tenant written particulars of the complaint and a reasonable opportunity to answer the complaint, including a hearing if one is requested. Under section 135(2), the strata must give the owner and tenant written notice of its decision to impose fines "as soon as feasible".

49. Under section 135(3), the strata may assess continuing fines without further notice. If a strata corporation fails to strictly follow these procedural requirements, the bylaw fines can be found to be invalid. See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449 and *The Owners, Strata Plan NW 307 v. Desaulniers*, 2019 BCCA 343.
50. As noted, the strata manager wrote to the applicants about the Great Dane on May 4 and 5, 2022, and requested it be removed. It sent another similar letter on May 11, 2022. I find the May 11, 2022 letter complied with section 135(1) as it properly gave the respondents 14 days to respond and an opportunity to request a hearing. On June 1, 2022, the strata advised it had decided to assess fines of \$100.00 per week in accordance with section 135(2). A statement of account for SL47 shows the fines started June 7, 2022, and totalled \$800 on July 31, 2022. I order the respondents pay the strata this amount.
51. Given my finding that the respondents were permitted to keep the Great Dane after the Terrier had passed in July 2022, I order the strata to remove all remaining fines associated with the Great Dane over \$800.00 from the SL47 account.

CRT FEES, EXPENSES AND INTEREST

52. 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. I find the respondents were mostly successful and order the strata to reimburse them the \$125.00 CRT fees they paid. I dismiss the strata's claim for CRT fees.
53. Given my earlier finding that the respondents must pay the strata \$800.00 in bylaw fines, the respondents may set off the \$125.00 CRT fees due to them from the strata from the bylaw fines they owe by paying the difference of \$675.00 to the strata.

54. The *Court Order Interest Act* (COIA) applies to the CRT. The strata is entitled to pre-judgment interest on the bylaw fines from the date it issued each fine to the date of this decision. I calculate this to be \$72.82.
55. The strata did not claim dispute-related expenses. The applicants claimed legal expenses of \$4,000.00. However, they did not provide proof of the expenses, such as paid invoices, so I make no order for dispute-related expenses.
56. Under section 189.4 of the SPA, the strata may not charge any dispute-related expenses against the respondents.

DECISION AND ORDER

57. I order the strata to:
- a. Permit the respondents' Great Dane to remain in SL47 for as long as Mr. Lee resides there, and
 - b. Immediately remove all but \$800.00 in pet bylaw fines charged against SL47 since July 31, 2022.
58. Within 60 days of the date of this decision, I order the respondents to pay the strata a total of \$747.82 broken down as follows:
- a. \$675.00, being \$800.00 in bylaw fines less \$125.00 due from the strata for CRT fees, and
 - b. \$72.82 in pre-judgement interest under the COIA.

59. The strata is entitled to post-judgement interest under the COIA, as applicable.

60. I dismiss the parties' remaining claims.

61. 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 in which it is filed.

J. Garth Cambrey, Tribunal Member

¹ Amendment Note: Paragraph 19 was amended to correct an accidental typographical error under the authority of section 64 of the *Civil Resolution Tribunal Act*.