



# Civil Resolution Tribunal

Date Issued: November 25, 2024

File: ST-2023-007790

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan LMS447 v. Seni*, 2024 BCCRT 1192

BETWEEN:

The Owners, Strata Plan LMS447

**APPLICANT**

AND:

IAKOVOS SENI

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Jeffrey Drozdiak

## INTRODUCTION

1. This strata property dispute is about repairing a front door lock.
2. The respondent, Iakovos Seni, co-owns strata lot 36 (SL36) in the applicant strata corporation, The Owners, Strata Plan LMS447 (strata). The strata says it paid for a

locksmith to repair Mr. Seni's front door lock. The strata argues Mr. Seni must reimburse it for the expense. It claims \$219.10 for the locksmith charge.

3. Mr. Seni argues he is not responsible for the locksmith charge. He says his front door is common property, and the strata is responsible for repairing and maintaining it. I infer Mr. Seni asks me to dismiss this dispute.
4. The strata is represented by a strata council member. Mr. Seni represents himself.
5. For the following reasons, I dismiss the strata's claims and this dispute.

## **JURISDICTION AND PROCEDURE**

6. 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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
7. CRTA section 39 says the CRT has discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. I considered the potential benefits of an oral hearing. Here, there are no significant credibility issues, and 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. Overall, I find that an oral hearing is not necessary in the interests of justice, and I decided to hear this dispute through written submissions.
8. 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.

## **ISSUE**

9. The issue in this dispute is whether Mr. Seni must reimburse the strata for the locksmith charge.

## **STRATA BACKGROUND**

10. The strata was created in July 1992. The strata is a 17-floor apartment building with 183 strata lots. From the strata plan, SL36 is on the fourth floor.
11. The strata filed a complete set of its bylaws with the Land Title Office on June 29, 2001, which I find are the relevant bylaws for this dispute. These bylaws confirm that the Standard Bylaws under the *Strata Property Act* (SPA) do not apply. From 2004 to 2023, the strata filed various bylaw amendments. I will discuss the relevant amendment below.

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, the strata, as the applicant, must prove its claims on a balance of probabilities (meaning “more likely than not”). I have read all the parties’ submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision.

### ***Background***

13. On March 9, 2023, Mr. Seni and his wife discovered that someone had injected glue into their front door lock, preventing them from accessing their strata lot. They filed a police report and went to the strata president for help. The strata president phoned the strata’s caretaker and asked them to contact the strata’s locksmith, Silverline Security Locksmith Ltd. (Silverline).
14. Later that day, Silverline went to SL36 and fixed the lock by drilling out the old lock cylinder and replacing it. On March 15, 2023, Silverline provided the strata with an invoice for \$219.10. The strata paid the invoice.

15. On April 13, 2023, the strata manager wrote to Mr. Seni asking him to reimburse the strata for paying Silverline's invoice. Mr. Seni refused, and the strata started this claim.

***Must Mr. Seni Reimburse the Strata for the Locksmith Charge?***

16. Mr. Seni argues that his front door is common property, so the strata is responsible for repairing the damage. The strata argues that the front door lock is not common property, and it is not responsible for repairing it.

17. SPA section 72(1) says the strata must repair and maintain common property. Bylaw 10(b) has the same requirement. This means if the front door lock is common property, the strata is responsible for repairing it.

18. There is one exception. Bylaw 3(10), which the strata amended on July 20, 2017, says an owner is responsible for common property repairs if they caused them. Since both parties agree Mr. Seni did not inject glue into the door lock, I find this exception does not apply here.

***Is the Front Door Lock Common Property?***

19. The strata plan shows that SL36 is connected to a common property hallway and separated by a wall where I infer the front door is located. SPA section 1(1) says common property is that part of the building shown on a strata plan that is not part of a strata lot. The strata plan does not designate SL36's front door as limited common property, or as part of the strata lot.

20. SPA section 68(1) says the boundary of a strata lot is the midway point between the exterior wall and the common property. There is no evidence to suggest that the front door is set inside of the wall's centre, so I find it is not. On this basis, I find that SL36's front door is common property. This finding is consistent with past CRT decisions that found a strata lot's front door is common property (see for example *Wilson v. The Owners, Strata Plan NW 526*, 2021 BCCRT 302, and *Poon v. The Owners, Strata Plan EPS7041*, 2024 BCCRT 718).

21. The strata says the front door lock is different than the front door. It says the front door lock is solely controlled by Mr. Seni for his exclusive benefit. So, the strata argues Mr. Seni should be responsible for any repairs.
22. For the following reasons, I am not persuaded that the front door lock is different than the front door.
23. First, the strata claims other owners in the strata regularly repair and replace their own locks. In support, the strata refers to owners that change their lock when they move in, or when they lose their key. The strata did not provide any evidence to support this claim. I also find neither example describes a scenario where the lock is broken. In both cases, the strata's duty to repair and maintain is not triggered. So, I find these examples are not relevant.
24. Second, the strata argues the current situation is no different than when an owner accidentally breaks their key off in the door lock. The strata says in those circumstances the owner is responsible for the repairs. I find this example is not comparable. If an owner broke their key off in the lock, the lock becomes inoperable. So, the strata would have a duty to repair the lock. However, bylaw 3(10) would make the owner responsible for the cost, as they caused the damage. That is not the case here where someone else damaged the lock.
25. Finally, the strata argues that the SPA cannot be interpreted to mean the strata is responsible for repairing and maintaining every front door lock. If it was, the strata claims it would be problematic from a policy perspective.
26. The strata asserts that if it was responsible for maintaining front door locks, then it would own and control keys to all the units. The strata claims this means it would have complete control of an owner's lock, and it could change it at will without getting the owner's permission.
27. I have difficulty understanding the strata's argument. The strata does not say why repairing and maintaining a locking mechanism means it owns and controls the key. In any event, I find a strata's duty to repair and maintain a front door lock does not

extend to ownership over the keys. The locking mechanism is part of the door, which is common property. The key is not common property, as it is a physical object.

28. As for changing an owner's lock without permission, I find the strata's duty to repair and maintain does not give it complete control over the lock. The strata's duty is limited to what is reasonable in all the circumstances (see *The Owners of Strata Plan NWS 254 v. Hall*, 2016 BCSC 2363 at paragraph 24). The strata is also prevented from doing anything that would be significantly unfair (see *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173). These constraints prevent the scenario argued by the strata.
29. Overall, I find SL36's front door is common property. Since the locking mechanism is part of the door, I find the locking mechanism is also common property. So, I find the strata has a duty to repair and maintain the lock under SPA section 72(1) and bylaw 10(b).
30. Since I find the strata has failed to prove that Mr. Seni is responsible for the locksmith charge, I dismiss the strata's claim for \$219.10.

## **CRT FEES AND DISPUTE RELATED EXPENSES**

31. 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 strata was unsuccessful, so I dismiss its claim for CRT fees and dispute-related expenses. Mr. Seni did not pay any CRT fees, or claim any dispute-related expenses, so I order none.
32. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses to Mr. Seni.

## **ORDER**

33. I dismiss the strata's claims and this dispute.

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Jeffrey Drozdiak, Tribunal Member