



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Sereda v. The Owners, Strata Plan LMS 1351*, 2024 BCCRT 1195

B E T W E E N :

JENNIFER SEREDA

APPLICANT

A N D :

THE OWNERS, STRATA PLAN LMS 1351

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. The applicant, Jennifer Sereda, owned strata lot 104 (SL 104) in the respondent strata corporation, The Owners, Strata Plan LMS 1351 from June 2004 to June 2023. Ms. Sereda says that the strata failed to investigate and resolve her complaints from March 2021 to June 2023, that the strata lot owner above her, FP, made it impossible for her to enjoy her strata lot. FP is not a party to this dispute.

2. Ms. Sereda claims \$20,000 for legal fees, loss and enjoyment of SL 104, loss of sleep, health issues including stress and anxiety, lost income, sale costs and moving fees, and the increased costs of her new home. Ms. Sereda is self-represented.
3. The strata says it did not act in a significantly unfair manner, and it properly investigated Ms. Sereda's complaints and enforced the bylaws. A council member represents the strata.

JURISDICTION AND PROCEDURE

4. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over strata property claims under the *Civil Resolution Tribunal Act* (CRTA) section 121. 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.
5. 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. 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.
6. 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.

Request for Documents

7. In submissions, Ms. Sereda says the strata did not provide a complete list of actions taken in response to her complaints. She did not claim a remedy related to document production, so I have not considered this issue in my decision.

Strata Council Bias

8. Ms. Sereda also submitted that a strata council member's long-time friendship with FP interfered with their ability to enforce the bylaws.
9. The *Strata Property Act* (SPA) section 31 says each council member must act honestly and in good faith with a view to the strata's best interests, and exercise the care, diligence, and skill of a reasonably prudent person in comparable circumstances. SPA section 32 says a strata member with a conflict of interest about a matter that the council is considering must disclose the conflict to the council, not vote on the matter, and leave the council meeting during discussion and votes on the matter.
10. However, I will not address Ms. Sereda's allegations about SPA section 31 or section 32 matters. Sections 31 and 32 only apply to individual council members, none of whom are named parties in this dispute. Also, the BC Supreme Court has found that individual strata lot owners do not have standing (legal authority) to make claims for violations of SPA section 31.¹ Finally, remedies for breaches of SPA section 32 are specifically excluded from the CRT's jurisdiction under CRTA section 122(1)(a). So, the CRT does not have jurisdiction over claims brought by an owner against an individual strata council member.

Evidence

11. There were 2 pieces of Ms. Sereda's evidence that I was unable to access. Based on her descriptions, these are noise recordings. Ms. Sereda's evidence includes 42 other recordings that I was able to access. Given this and the CRT's mandate which includes speedy dispute resolution, I find it is not proportional or necessary to ask Ms. Sereda to resubmit this evidence as it is unlikely that anything would turn on it.

ISSUES

12. The remaining issues in this dispute are:

- a. Did the strata fail to investigate Ms. Sereda's noise complaints and enforce its bylaws?
- b. If so, did the strata treat Ms. Sereda significantly unfairly?
- c. What remedy, if any, is appropriate?

EVIDENCE AND ANALYSIS

13. As the applicant in a civil proceeding, Ms. Sereda must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' arguments, submissions, and evidence, I only refer to what is necessary to explain my decision.
14. The strata says it also received noise complaints from FP against Ms. Sereda. Both parties provided evidence related to FP's complaints and Ms. Sereda's responses to the complaints. As FP is not a party to this dispute, and FP's complaints are not at issue, I reviewed that evidence but did not consider it in my analysis.

Background

15. Ms. Sereda says FP, the occupant of the strata lot directly above SL 107, has made ongoing, frequent, and unreasonable noise, especially at night, contrary to the strata bylaws.
16. Land Title Office documents show the strata filed a complete new set of bylaws on August 23, 2018. The relevant bylaws that apply to this dispute are:
- a. Bylaw 3(1) which says that an owner must not use a strata lot in a way that causes a nuisance to another person, causes unreasonable noise, or unreasonably interferes with the rights of other persons to use and enjoy common property, common assets, or another strata lot.
 - b. Bylaw 6(2) and 6(3) which say that owners shall limit noise between 11 p.m. and 7 a.m., and excessive noise and disturbances may be subject to fines.

Did the strata fail to investigate and enforce its bylaws?

17. Ms. Sereda says the strata failed to investigate and resolve her complaints. She says the ongoing noise caused her to move out, and then to sell her strata lot.
18. SPA section 26 requires a strata council to perform the duties of the strata, which includes enforcing strata bylaws subject to some limited discretion, such as when the effect of the breach is trivial.² I find the evidence provided by Ms. Sereda shows that the noises she complained of were not trivial. Her evidence included noise logs and audio and video files showing frequent occurrences over time, often in night-time hours. It also includes her statements about how the noises disrupted her sleep and her ability to work.
19. The strata council is required to act reasonably when carrying out these duties. This includes a duty to investigate alleged bylaw contraventions and enforce the bylaws where the bylaws have been violated. The SPA does not set out any specific procedures for addressing bylaw complaints. The BC Supreme Court has said that the SPA gives the strata discretion about how to respond to bylaw complaints, as long as it complies with principles of procedural fairness and does not act in a significantly unfair way.³ Also, the courts have established that a strata corporation is not held to a standard of perfection. Rather, the strata must act reasonably with fair regard for the interests of all concerned.⁴
20. Some amount of noise or disturbance is to be expected in a shared building. The court has defined nuisance in the strata setting as a substantial, non-trivial, and unreasonable interference with use and enjoyment of property.⁵ The bylaws do not prohibit all noise, they prohibit an owner from causing a nuisance, making unreasonable noise, or unreasonably interfering with another owner's use and enjoyment of their strata lot, especially during the nighttime hours.
21. The appropriate question for the strata to consider was whether the complained-of incidents were a substantial and unreasonable interference with Ms. Sereda's use and enjoyment of her strata lot. The test of whether a potential nuisance is unreasonable is objective and is measured with reference to a reasonable person

occupying the premises.⁶ The test for nuisance is that it would be intolerable to an ordinary person, and depends on several factors, such as its nature, severity, duration, and frequency.⁷

22. For the following reasons, I find the strata did not take reasonable steps to investigate and enforce its bylaws. Based on SPA section 26, I find Ms. Sereda had an objectively reasonable expectation that the strata would investigate her complaints, make a decision about whether the bylaws had been breached, communicate that decision to her, and take action to enforce the bylaw if it found a breach.
23. Ms. Sereda owned and lived in SL 104 from June 2004 to June 2023. FP lived directly above her during that time.
24. On June 13, 2021, Ms. Sereda first complained to the strata about noise from FP's strata lot. She said the noise had happened before, but she had not reported it as she tried to speak to FP directly. Ms. Sereda complained to the strata about noise from FP's strata lot on 16 further occasions after June 13, 2021, to April 13, 2023. Each complaint documents noise incidents over numerous days.
25. Ms. Sereda's written complaints document unidentified loud noises, continuous tapping, screaming, thumping and banging on the floors, door or drawer slamming, yelling, dropping items on the floor, dragging furniture across the floor, and banging on her door. These occurred in the daytime, late evening, middle of the night, and early morning. Her complaints to the strata included video and audio files of the noises, as well as detailed statements of dates and times when the noises occurred and the type of noise.
26. She says the noises disturbed her sleep and interfered with her ability to work from home. Ms. Sereda says the police attended on 2 occasions, but she did not provide documentary evidence of police attendance.
27. Ms. Sereda's evidence included her correspondence to the strata listing interactions with FP and noises from March 2021 to April 2023. She also provided 44 audio or video files, which she said were only some of what she had provided to the strata. I

reviewed each audio and video file except the 2 I could not open. The noises include banging, thumping, knocking, rustling, tapping, rhythmic drumming, hammering, and loud walking. The recording times are mostly after midnight, but also in the afternoon and late evening. Some are about 10 seconds long, others are up to 15 minutes. A few have only one sound. Others have continuing noise. Three files are videos of aggressive interactions between Ms. Sereda and FP.

28. I find that although the disturbance was not always loud, it was unreasonable in its duration and timing. The noises often happened in the middle of the night. Ms. Sereda says and the strata does not dispute that they kept her up at night, sometimes started and stopped, and sometimes lasted for many minutes. Ms. Sereda said the noises occurred somewhat regularly over 23 months from June 2021 until May 2023. The audio and video files corroborate her evidence. I also find the noise was unreasonable because it was an intentional act by FP. FP knew her actions bothered Ms. Sereda, as evidenced by FP's admissions of the noise in the video recordings of their interaction, and as she received notice through the strata's bylaw violation letters.
29. Some of the noises recorded and reported would be considered regular strata noises if they were occasional, or if they happened only during the day. However, common noises carried to a degree and in a time and manner with the intent to disrupt the recipient's peace and quiet, and require the recipient to escape from their own home, constitute a nuisance.
30. I find that FP used her strata lot in a way that caused a nuisance to Ms. Sereda, caused unreasonable noise, and unreasonably interfered with Ms. Sereda's rights to use and enjoy her strata lot, in violation of Bylaw 3(1).
31. However, FP is not a party to this dispute. The strata does not dispute that FP caused the noises Ms. Sereda complained about. The question is whether the strata properly investigated the complaints and met its duty to enforce its bylaws, and if not, were the strata's actions significantly unfair to Ms. Sereda.
32. The strata says it acted reasonably and in good faith to address Ms. Sereda's complaints against FP. It says it received and investigated numerous noise bylaw

complaints by Ms. Sereda against FP. The strata does not say what steps it took to investigate the noises. For instance, it does not say a council member attended at the strata lot, interviewed possible witnesses, or arranged for any sound testing.

33. In submissions, the strata said it investigated a number of noise complaints but did not give any further information. It submitted into evidence a bylaw violation complaint protocol which said that after receiving a complaint, the complaint may be sent to the alleged violator. It says that if there is a repeat complaint, council will take action as needed. It does not provide a process for investigation. It also provided letters to Ms. Sereda saying it was taking steps to investigate her complaints. The letters provide no detail of any steps taken.
34. Evidence shows the strata asked Ms. Sereda for her location and activities when FP made complaints, but there is no evidence it asked the same of FP.
35. The strata submits that retaining a lawyer, sending bylaw complaint letters, and issuing fines when the strata made decisions that FP's breaches were of a more serious nature were sufficient. I disagree. The evidence shows 5 months after the complaint, on November 4 and 5, 2021, the strata wrote bylaw violation letters to FP. The letters say the strata received a complaint and it must determine if the bylaw has been contravened. The letter does not say that the strata has investigated the complaint. The January 2022 strata meeting minutes say it was waiting for a letter from FP's lawyer before deciding how to proceed. I infer no steps had been taken since the November bylaw letter.
36. The March 2022 strata meeting minutes say the strata will ask neighbours about the complaints, but the strata provided no evidence this was done.
37. On March 16, 2022, Ms. Sereda had a hearing with the strata. The same day, the strata imposed a \$200 bylaw violation fine against FP for violations from September 2021 to March 2022. On March 29, 2022, the strata wrote to Ms. Sereda saying it understood her frustration and had hired a lawyer. The letter did not provide evidence of any other steps it had taken or would take to investigate the complaint.

38. Three months later, on June 1, 2022, the strata wrote to FP's lawyer asking that FP stop banging or jumping on the floor, and stop knocking on Ms. Sereda's door. That letter and another on July 27, 2022, say that strata is investigating complaints and will decide whether to impose a fine or issue a warning letter.
39. In October 2022, the strata tried to arrange a settlement meeting between Ms. Sereda and FP. While this may have been a reasonable step, when it was not successful it was unreasonable for the strata not to take further steps.
40. On February 8, 2023, the strata wrote FP's lawyer detailing complaints from December 2022 to January 2023, and asking if FP would like to respond to the complaints. On April 11, 2023, the strata sent FP a bylaw violation letter noting 9 separate bylaw violations from January to March 2023, and imposing a fine of \$1,800.
41. KW, a council member, provided a statement that said the strata tried to balance the interests of Ms. Sereda and FP. KW says the strata did not treat either significantly unfairly. I do place any weight on KW's statement as it makes general comments, but does not provide any steps taken by the strata to investigate Ms. Sereda's complaints or enforce the bylaws.
42. The strata says Ms. Sereda has not provided any objective noise testing done by professionals with calibrated equipment. It says many recordings are of only one instance of noise, or are otherwise trivial noises. I agree these investigative steps were not taken. The strata did not do so, and did not request Ms. Sereda do so. I also agree that some of the noise recordings would be trivial, if they happened only once, or during the day. As noted above, volume is not the only indicator of unreasonableness or nuisance.
43. The strata says it received many conflicting complaints and allegations from Ms. Sereda and FP. It says that due to the number of complaints and increasing animosity between the owners, the strata retained a lawyer to assist with the ongoing complaints. I find that retaining a lawyer does not constitute investigating a complaint.

44. The strata says it had the right to investigate all noise complaints as council saw fit. It submits it tried to balance Ms. Sereda's and FP's rights to use and enjoy their strata lots. I agree the strata had discretion in their investigation procedures. However, it has not shown it investigated Ms. Sereda's complaints at all.
45. I find the strata's approach to the complaints was to forward complaints on an irregular basis to FP or her lawyer. On two occasions over 23 months the strata fined FP.
46. In *Tollasepp*, a tribunal member said that while promoting resolution between owners may be helpful in some instances, the strata must conduct a fair investigation and enforce its bylaws consistently. Courts have held that levying fines is a form of punishment and not necessarily an effective tool to enforce a strata's bylaws. If noise bylaw contraventions cannot be addressed by fines, a strata may have to make physical changes under the powers granted by SPA section 133. While *Tollasepp* is not binding on me, I find it persuasive.
47. Based on the evidence, and the fact that the strata's letters and two fines did not end PF's bylaw violations, I find the strata breached its duty under SPA section 26 to adequately investigate and enforce the bylaws.

Did the strata treat Ms. Sereda significantly unfairly?

48. CRTA section 123(2) gives the CRT authority to make orders remedying a significantly unfair act or decision by a strata corporation. The basis of a significant unfairness claim is that a strata corporation must have acted in a way that was burdensome, harsh, wrongful, lacking in probity or fair dealing, or done in bad faith, unjust or inequitable.⁸ An owner's expectation is one factor to be considered.⁹
49. Ms. Sereda says the strata treated her significantly unfairly by not investigating her complaints and enforcing the bylaws. For the following reasons, I agree the strata treated her significantly unfairly.

50. As set out above, I find the strata failed to investigate Ms. Sereda's complaints and adequately enforce its bylaws in a reasonable time. I find Ms. Sereda had an objectively reasonable expectation that the strata would act in a timely manner.
51. The result of not properly investigating was many months of erratic noise in Ms. Sereda's strata lot. Ms. Sereda filed her first complaint in June 2021. In March 2023, Ms. Sereda wrote to council she would be moving because it was not effectively managing her complaints, and she did not feel safe in her home. In April and May 2023, Ms. Sereda emailed the strata she was no longer living at her home due to the FP's late night noise, although she did work there during the day sometimes.
52. I find it was significantly unfair that Ms. Sereda had to tolerate the disturbance for many months. Given the seriousness of the problem reported by Ms. Sereda, I find it was significantly unfair for the strata not to have taken quick and continuing action to deal with the problem.
53. So, I find that the strata's lack of action was significantly unfair to Ms. Sereda.

Remedy

54. Ms. Sereda says that because the noise continued for two years, and because she was not aware the strata had fined FP, she sold her home. I find the strata's actions caused Ms. Sereda to endure consistent and erratic noises in her home for months.
55. Ms. Sereda says if the strata had started to fine FP, or consult FP's lawyer or family sooner, there was a greater likelihood that she would not have had to sell her strata lot. She says because of the decision to move out of her home she incurred unnecessary expenses.
56. Ms. Sereda claims \$20,000 in damages. This amount includes the loss of use and enjoyment of the strata lot, loss of sleep, stress, anxiety, and other effects on her health, lost income, legal fees, closing costs on the sale of the strata lot, moving fees, and additional costs of her new home such as rent and a storage locker.

Loss of income

57. Ms. Sereda submits she works from home full time, and the noise interrupted her ability to work. She did not provide any evidence of loss of income, so I find she has not proved this claim.

Stress and anxiety

58. Ms. Sereda says the noise at all hours caused her to lose sleep, and caused her stress and anxiety. I acknowledge from the audio files in evidence she was awakened by the noises. However, she did not provide any medical evidence of stress or anxiety, so I find she has not proved this claim.

Legal expenses

59. Ms. Sereda provided invoices for legal fees for a consultation related to the noise complaints. She provided a February 15, 2022 invoice for \$504 with a receipt. She also provided a January 7, 2023 receipt of payment for \$1,598.57 from the same lawyer.
60. However, the legal fees were incurred prior to Ms. Sereda filing this dispute with the CRT. The invoice states it was an initial consultation. I find Ms. Sereda has not proved the legal expenses were incurred due to the strata's conduct. I dismiss this claim.

Sale of house

61. Ms. Sereda claims the closing costs on sale of her property including legal expenses, real estate commission, and moving fees. She provided the authority to pay and statement of adjustments showing \$1,361.80 for legal fees, disbursements, and taxes, and \$17,059.87 for real estate commission. She also provided a bank statement showing \$682.50 paid to JC Liquidators, she says for moving costs.
62. In March 2023, Ms. Sereda told the strata she would be selling her home due to the ongoing issues with FP. The strata says that the costs of the sale were not reasonably foreseeable. It says it was actively enforcing its bylaws at the time Ms. Sereda chose to move. It says because it did not receive reasonable notice that Ms. Sereda would

sell her strata lot and hold the strata accountable for the costs of the sale, the strata did not have a reasonable time to escalate its enforcement against FP and increase its enforcement efforts.

63. In *Kenny*,¹⁰ the court found that the applicant sold her home in direct response to the noise and smell from a fan that had been installed below her patio. The court found that the sale of the condominium was a justifiable response in the circumstances, and that the defendant landlord was responsible. However, in *Kenny* the owner did not have other recourse. The fan and smell were a permanent part of the strata complex. This case is not the same. Ms. Sereda had other options, including making a legal claim against FP directly, or against the strata prior to selling. Also, unlike the permanently installed fan, FP may have stopped the disturbances.
64. In these circumstances, I find Ms. Sereda has not proved she had no choice but to sell her strata lot. I find her sale, while understandable, did not flow directly from the strata's significantly unfair treatment.

Costs of new home

65. Ms. Sereda also claims for the increased costs at her new home, being costs she did not incur while living at that strata lot. These include rent and storage locker expenses. The strata submits that her claim for rental expenses were not a reasonably foreseeable consequence of a failure to enforce bylaws. I agree. I find it was not reasonably foreseeable that not enforcing bylaw contraventions could lead to Ms. Sereda having to pay rent.

Loss of use and enjoyment of strata lot

66. Previous CRT decisions have awarded damages for loss of use and enjoyment of a strata lot where strata corporations have failed to enforce bylaws. In *Chen*,¹¹ the vice chair said that while the owner was not entitled to silence, she reasonably expected to live in her home without unreasonable noise. Although *Chen* is not a binding precedent, I find its reasoning persuasive. I find Ms. Sereda was entitled to live in her strata lot without frequent disturbances from her neighbour. She has proved that the noise frequently disturbed her nights, and led to her leaving her strata lot. I find that

FP's actions had a considerable impact on Ms. Sereda's use and enjoyment of her strata lot.

67. In this dispute, the strata did not cause the noise. However, I find the strata is liable for damages for its failure to adequately enforce its bylaws.
68. In *Tollasepp*,¹² the CRT ordered a strata corporation to pay an owner \$1,500 in damages for failing to investigate noise bylaw complaints. In *Radley*,¹³ the CRT awarded \$1,500 for not investigating complaints over 10 months. In *Chen*, noted above, and *Torok*,¹⁴ the CRT awarded damages of \$4,000 for 2.5 years loss of enjoyment of the strata lot. In *McCrossan*,¹⁵ the CRT awarded \$5,000 for 21 months of disturbing noise. In *Lucas*,¹⁶ the CRT awarded damages of \$5,000 for daytime noises over 3 years. In *Suzuki*,¹⁷ the court awarded \$6,000 in damages for nuisance when noise prevented the petitioners from using their house. In *Kenny*, the court awarded \$7,500 in non-pecuniary damages for interference with her comfort and enjoyment of her strata lot for 1 year. In *Bartos*,¹⁸ a case dealing with 3 years of elevator noise, the applicant was awarded damages of \$8,000.
69. Having considered all of these cases, I find the facts in *McCrossan* are most similar to this dispute. Ms. Sereda's complaints were more often at night than during the day, but lasted a similar time, and she moved out of her strata lot. I find \$5,000 in damages appropriate for the loss of use and enjoyment of her strata lot Ms. Sereda experienced during the time the strata did not reasonably enforce its bylaws and treated her significantly unfairly.

CRT FEES, EXPENSES, AND INTEREST

70. 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 Ms. Sereda was partly successful and order the strata to reimburse her \$112.50 in CRT fees. She did not claim dispute-related expenses.
71. The strata did not pay CRT fees and did not claim dispute-related expenses.

72. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Sereda is entitled to prejudgment interest on the \$5,000. I find it is appropriate to award interest from March 16, 2022, the date of Ms. Sereda's hearing, to the date of this decision. This equals \$515.23.

73. The strata may not charge any dispute-related expenses against the respondents under SPA section 189.4.

ORDERS

74. I order the strata to pay Ms. Sereda a total of \$5,627.73 broken down as follows:

- a. \$5,000 in damages,
- b. \$515.23 in pre-judgment interest, and
- c. \$112.50 for CRT fees.

75. I dismiss Ms. Sereda's remaining claims.

76. Ms. Sereda is also entitled to post-judgment interest under the COIA, as applicable.

77. 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 \$35,000. Once filed, a CRT order has the same force and effect as an order of the court in which it is filed.

Deanna Rivers, Tribunal Member

¹ *Rochette v. Bradburn*, 2021 BCSC 1752.

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- ² *The Owners, Strata Plan LMS 3259 v. Sze Hang Holdings Inc.*, 2016 BCSC 32.
- ³ *Chorney v. Strata Plan VIS 770*, 2016 BCSC 148, *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32 at paragraphs 237-238.
- ⁴ *Leclerc v. The Owners, Strata Plan LMS 614*, 2012 BCSC 74 at paragraph 57.
- ⁵ *The Owners, Strata Plan LMS 1162 v Triple P Enterprises Ltd.*, 2018 BCSC 1502.
- ⁶ *Sauve v. McKeage et al.*, 2006 BCSC 781.
- ⁷ *St. Lawrence Cement Inc. v. Barrette*, 2008 SCC 64.
- ⁸ *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126, *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, and *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173.
- ⁹ *King Day Holdings Ltd. v. The Owners, Strata Plan LMS3851*, 2020 BCCA 342.
- ¹⁰ *Kenny v. Schuster Real Estate Co. Ltd.*, 1990 CanLII 1092 (BC SC), affirmed 1992 CanLII 1941 (BC CA).
- ¹¹ *Chen v. The Owners, Strata Plan NW 2265*, 2017 BCCRT 113.
- ¹² *Tollasepp v. The Owners, Strata Plan NW 2225*, 2020 BCCRT 481.
- ¹³ *Radley v. The Owners, Strata Plan VR 2690*, 2022 BCCRT 930.
- ¹⁴ *Torok v. Amstutz et al.*, 2019 BCCRT 386.
- ¹⁵ *McCrossan v. The Owners, Strata Plan NW2847*, 2023 BCCRT 537.
- ¹⁶ *Lucas v. The Owners, Strata Plan 200*, 2020 BCCRT 238.
- ¹⁷ *Suzuki v. Munroe*, 2009 BCSC 1403.
- ¹⁸ *Bartos et al v. The Owners Strata Plan BCS 2797*, 2019 BCCRT 1040.