



# Civil Resolution Tribunal

Date Issued: December 6, 2024

Files: ST-2022-004458  
and ST-2024-004036

Type: Strata

Civil Resolution Tribunal

Indexed as: *Liang v. The Owners, Strata Plan LMS 2195*, 2024 BCCRT 1244

BETWEEN:

SHIYUN LIANG

**APPLICANT**

AND:

The Owners, Strata Plan LMS 2195

**RESPONDENT**

AND:

SHIYUN LIANG

**RESPONDENT BY COUNTERCLAIM**

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**REASONS FOR DECISION**

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Tribunal Member:

David Jiang

## INTRODUCTION

1. These 2 linked disputes are about alterations to a strata lot and an assortment of other fines and charges discussed below. I have written a single decision for the 2 disputes because I find they are essentially a claim and counterclaim. They involve the same parties, facts, and issues. The parties rely on the same arguments and evidence in both disputes.
2. Shiyun Liang owns strata lot 135 (SL135) in the strata corporation, The Owners, Strata Plan LMS 2195 (strata). In dispute number ST-2024-004036, the applicant strata says Ms. Liang breached the strata's bylaws by making unapproved alterations to SL135. The strata seeks orders for Ms. Liang to 1) pay \$34,800 in fines for the bylaw contraventions, 2) restore SL135 to its original layout as shown in an architectural plan, 3) apply to the strata for a renovation request under the bylaws, and 4) pay all costs and expert fees the strata incurred in this dispute. The strata also claims certain postage costs under bylaws I discuss below.
3. Ms. Liang denies liability. She says she did not make any unauthorized renovations or breach the bylaws. She also says the strata did not properly comply with section 135 of the *Strata Property Act* (SPA) before levying the fines. She submits the fines are in any event significantly unfair. She also says that, to whatever degree her renovations are unauthorized, the strata unreasonably withheld its approval for the alterations. She also says the strata unfairly refused to sign paperwork requested by the City of Burnaby. She raises other arguments I discuss below.
4. In dispute number ST-2022-004458, the applicant Ms. Liang seeks orders for the strata to 1) approve the alterations to the extent they are unauthorized under the bylaws, 2) permit Ms. Liang to keep the alterations, 3) reinstate insurance coverage over all of SL135, 4) sign a renovation permit and "Consent to Construction" form, 5) sign paperwork requested by the City of Burnaby regarding the alterations, and 6) pay \$20,000 as damages for significant unfairness.
5. She also seeks orders for the strata to 1) cancel the fines for the unauthorized alterations, 2) cancel charges for "Miscellaneous Income", 3) cancel fines for move-

in bylaw breaches, 4) cancel fines for vehicle insurance bylaw breaches, 5) cancel charges for reactivating 2 fobs, and 6) cancel chargebacks for legal expenses. Ms. Liang also seeks reimbursement of legal fees and an engineering report fee.

6. The strata denies liability. It says it acted appropriately and in good faith. It submits that the unauthorized work could affect the strata's insurance coverage. It says that it is unreasonable to expect the strata to retroactively approve unauthorized renovations, and authorizing alterations is within the discretion of the strata. It raises other arguments I discuss below.
7. A lawyer, Corey Smith, represents the strata. Ms. Liang represents herself though she was initially represented by a lawyer.
8. For the reasons that follow, I find both parties have partially proven their respective claims and counterclaims.

## **JURISDICTION AND PROCEDURE**

9. 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.
10. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Credibility is not a central issue as the documentary evidence outlines the key facts. 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.

11. 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.
12. 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.
13. I note that some of the uploaded evidence in file number ST-2022-004458 did not load correctly. However, I find that the problematic evidence was duplicated and accessible in file number ST-2024-004036. So, nothing turns on this.

## **ISSUES**

14. The issues in this dispute are as follows:
  - a. Did Ms. Liang's alterations of SL135 breach the bylaws?
  - b. Must Ms. Liang pay fines of \$34,825 to the strata?
  - c. Must I order the strata to approve the alterations to permit Ms. Liang to keep them, or order Ms. Liang to return SL135 to its original layout?
  - d. Must I order the strata to reinstate insurance coverage over all of SL135?
  - e. Must I order Ms. Liang to apply to the strata for a renovation request under the bylaws?
  - f. Must the strata sign Ms. Liang's requested paperwork?
  - g. Must the strata cancel fines or charges for "Miscellaneous Income"?
  - h. Must the strata cancel fines for move-in bylaw breaches?
  - i. Must the strata cancel fines for vehicle insurance bylaw breaches?
  - j. Must the strata cancel charges for reactivating 2 fobs?

- k. Must the strata cancel chargebacks for legal expenses?
- l. Must I order Ms. Liang to pay postage fees under the bylaws?
- m. Must the strata pay \$20,000 to Ms. Liang as compensation for significant unfairness?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

- 15. In a civil proceeding like this one, Ms. Liang and the strata must prove their respective claims and counterclaims 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 necessary to explain my decision.
- 16. As background, the strata consists 4 buildings and 160 strata lots. Ms. Liang became the owner of SL135 in December 2020. SL135 is located on floor 20 of building B shown on the strata plan.
- 17. The strata filed a complete set of bylaws in the Land Title Office in February 2014. Bylaw 3.2(e) says in part that no owner shall use their strata lot in a way that is contrary to a purpose for which the strata lot is intended, as shown expressly or by necessary implication on or by the strata plan.
- 18. Bylaw 10.3(g) says an owner shall obtain the written approval of the strata council before making an alteration or addition to a strata lot that involves those parts of the strata lot which the strata is required to insure.
- 19. Bylaw 10.3(i) says an owner must obtain the same such written approval before making an alteration or addition to the strata lot that includes the flooring and any electrical or plumbing in a strata lot.
- 20. Bylaw 10.12 says that where an owner makes any alteration or addition to the strata lot in contravention of bylaw 10, the strata is entitled to do all things as are necessary to restore the strata to its original condition, and the owner shall

immediately upon receipt of notice from the strata reimburse the strata for such costs.

21. The strata amended bylaws 26.1 and 26.2 in February 2020. Bylaw 26.1(b) says that the strata may fine an owner a maximum of \$200 for each bylaw contravention. Bylaw 26.2 says in part that if an activity that constitutes a bylaw contravention continues without interruption for longer than 7 days, a fine may be imposed every 7 days.
22. There are other relevant bylaws that I will discuss below.
23. I turn to the chronology. On December 22, 2020, Ms. Liang applied to the strata to change 1) the flooring in SL135's living room and bathroom to engineered hardwood, and 2) the cabinets in SL135.
24. The strata conditionally approved the alteration request in a January 11, 2021 letter. It said that Ms. Liang had to agree to 1) provide a timeframe for the renovations, 2) allow the strata to inspect SL135 during the renovations, 3) ensure the work done conformed to the approved scope of work only, 4) obtain approval for additional work or changes, and 5) provide contractors and their employees with a copy of the strata's rules.
25. Ms. Liang also signed an indemnity agreement on November 1, 2021. I discuss some of its terms below.
26. I note that Ms. Liang questions whether some of the emails in evidence actually came from the strata. She added markups in red on such emails. I find the strata likely used more than 1 email address and the strata council or its agents, including the strata manager, sent the emails in question.
27. The April 29, 2021 strata council meeting minutes show that the strata conducted a post-renovation inspection of SL135. Two strata council members and a former strata council member and president, PL, attended. Ms. Liang takes issue with the fact that PL attended. I find it likely that PL attended at the strata council's request in order to assist them. I find nothing improper about this.

28. Ms. Liang also says the inspection breached the SPA and *Personal Information Protection Act*. I disagree as I find she authorized it by agreeing to the strata's terms that included an inspection.
29. PL is also included as a recipient in some correspondence. Ms. Liang says this breaches bylaw 23.4. It says in general that the strata council may not delegate its powers to determine, among other things, whether a person has contravened a bylaw or rule. I find it that PL's inclusion does not prove that the strata council delegated such decisions to PL. The strata council is entitled to seek advice or inform itself by consulting others, including former strata council members.
30. The strata council minutes show that the strata determined there was more work done than in the conditionally approved alteration application. On May 1, 2021, the strata emailed Ms. Liang's husband, FW, and included Ms. Liang as a recipient.
31. The correspondence in evidence indicates FW occupies SL135 with Ms. Liang. FW is not a party to this dispute, nor a registered owner of SL135.
32. The strata wrote that during the April 29, 2021 inspection, the strata found Ms. Liang breached the bylaws because she
  - a. closed the original entry into the master bedroom,
  - b. opened a new door for entry into the master bedroom,
  - c. removed two walls in the original ensuite,
  - d. removed the bathtub and installed a shower,
  - e. installed a new cabinet along the wall of the hallway where the original door into the master bedroom had been closed,
  - f. installed a new door to enter into the ensuite from the master bedroom.
  - g. reconfigured the storeroom so that the washer and dryer are accessible through the store room instead of from the hallway in the strata lot,

- h. installed a glass door to the kitchen, and
- i. relocated the electrical panel.

33. The strata said that these unapproved alterations breached bylaw 3.2(e) and 10.3(i), which I cited above. The strata said that under bylaw 10.12, Ms. Liang had to 1) removal all alterations in SL135 that did not receive approval, whether noted or not during the April 29, 2021 inspection, including the partition walls, doors, electrical connections and outlets, and plumbing installations, and 2) restore SL135 to its original plan and layout for all partition walls, doors, electrical connection and outlets, and plumbing installations.
34. The strata also warned of fines of \$200 for every contravention and a fine of \$200 every 7 days of continuing contraventions from January 11, 2021, until the strata received a satisfactory post-restoration inspection report of compliance. The strata provided FW an opportunity to respond in writing or request a hearing within 20 days.
35. On May 6, 2021, the strata emailed the same letter to Ms. Liang as an attachment.
36. On June 3, 2021, the strata emailed both FW and Ms. Liang. It said that it had received correspondence from FW and Ms. Liang's lawyer. That correspondence is not in evidence. The strata said that its bylaw infraction letters were still valid, so I infer the lawyer raised this as an issue.
37. The strata said that in addition breaching bylaw 3.2(e) and 10.3(i), the unapproved alterations breached bylaw 10.3(g). The strata repeated its warnings that under bylaw 10.12, FW and Ms. Liang had to remove the alterations and could face fines of \$200 for each bylaw contravention and \$200 every 7 days for continuing contraventions from January 11, 2021. The strata provided FW and Ms. Liang an opportunity to respond by June 21, 2021.
38. On June 28, 2021, it sent Ms. Liang a decision letter. It is dated July 12, 2021, but the letter says it was sent on June 28, 2021, to Ms. Liang and her lawyer. I accept this was the case.



39. The strata said that it was under the impression that FW was a co-owner of SL135. The strata said it would now address its correspondence to Ms. Liang directly.
40. The letter was fairly lengthy as it addressed Ms. Liang's arguments in detail. For brevity's sake I will not outline it all here. The strata ultimately decided Ms. Liang breached bylaws 3.2(e), 10.2(g) and 10.2 (i). It reiterated its demands from the May 1, 2021 letter to FW.
41. The strata added that if Ms. Liang did not do so, the strata would be entitled to do all things as are necessary to restore SL135 to its original condition. Ms. Liang would have to immediately reimburse the strata the cost of doing so upon receipt of notice from the strata.
42. The strata also said that Ms. Liang would be liable fully for all consequential damages caused to the strata that was the result, whether directly or indirectly, of any unauthorized alteration made in SL135. Further, Ms. Liang was required to inform the strata when the restoration was completed. The strata would conduct a post-restoration inspection to ensure compliance with the original plan and all regulatory requirements, and would charge the cost of this inspection to Ms. Liang.
43. As to the fines, the strata said that it had fined her \$200 for each of the above bylaw contraventions, for every 7 days of continuing contraventions, from January 11, 2021, and until the strata received a satisfactory post-restoration inspection report of compliance for the restoration work. January 11, 2021, was the day the strata conditionally approved Ms. Liang's alteration request. The strata also said the fine for each 7 days of continuing contravention from January 11, 2021, was \$600 each week until the restoration was satisfactorily concluded. So, I find the strata fined her for 3 separate bylaw contraventions associated with the alterations.
44. The strata said that the fines from January 11 to June 28, 2021, was \$15,000. The strata provided an additional opportunity to respond by July 14, 2021.
45. On August 5 and 6, 2021, Ms. Liang wrote that she disagreed with the fine without elaborating. Also in August 2021, Ms. Liang resubmitted a renovation request to the

strata to include the unauthorized alterations. There is no indication that the strata directly replied to this request.

46. On August 15, 2021, the strata asked Ms. Liang to provide evidence that FW was a family member. Ms. Liang says this was harassment. However, as she makes no specific claim about harassment, I find nothing turns on this. Alternatively, I do not find such a request is sufficient to show harassment in the circumstances, nor was this a central issue in this dispute.
47. A copy of the SL135 account is in evidence. It show entries from December 17, 2020, to August 15, 2022. It also shows that on October 14, 2021, the strata fined Ms. Liang \$15,000 for unauthorized renovations. On January 27, 2022, the strata fined Ms. Liang another \$18,000 for unauthorized renovations. Starting on February 7, 2022, it began fining Ms. Liang \$600 weekly for the unauthorized renovations.
48. I note that the strata says it agreed to hold fines in “abeyance” after July 12, 2022, pending resolution of this dispute.
49. Ms. Liang commented in an October 24, 2021 email to the strata that the \$15,000 fine was unreasonable. She also requested the strata to appoint a professional to assess whether changes were made to SL135.
50. The strata emailed Ms. Liang on October 30, 2021, advising that the deadline to complete the restoration work had passed a month earlier. The strata asked for an update. Ms. Liang characterizes this email as harassment because it was sent late at night on a Saturday. I disagree that the email could reasonably be construed as harassment as it largely asked for an update and warned of continuing fines.
51. On November 24, 2021, the strata agreed to appoint an independent professional to assess SL135 for changes by comparing it with original design and plans filed by the developer with the City of Burnaby. In the event the plans were inconclusive, the inspector would compare SL135 with other strata lots with the same facing on other floors. The strata says the cost of the assessment would be charged back to Ms. Liang.

52. Ms. Liang points out that this letter requested a reply by November 19, 2021. She says this provided insufficient time to respond. However, she subsequently requested a hearing on March 15, 2022 by email. The strata held the hearing on April 5, 2022. So, I find nothing turns on this.
53. The strata took notes lengthy notes of the hearing that are in evidence. One part of the notes is confusing. The strata said the owner attended but referred to the owner using male pronouns. I infer that FW actually attended the meeting. The strata's notes indicate that FW said he had a renovation business, whereas Ms. Liang's occupation in the title search is listed as accountant. Despite this, I find the notes are likely otherwise accurate as they are the best evidence of what was said at the meeting.
54. According to the notes, FW explained that he proceeded with the renovation on the basis that there would be no issue given that he has a renovation business. FW said he was "very familiar with renovation requirements".
55. FW said that in August 2021 he submitted a renovation application with additional items that were omitted in the first application. Notably, he admitted that in the first application he omitted some items he intended to renovate. He was not able to provide any explanation for the omissions despite his claim that he was familiar with the renovation requirements given his experience in the renovation business.
56. FW requested the strata manager to sign a document that would allow him to file with the City of Burnaby the revised layout plan for the SL135. He said if there are any structural changes that the City has an issue with, he would remove them. He said he would bear the cost of doing this. The strata manager advised FW that they could not sign it at the time.
57. FW also complained that the strata had voided insurance over SL135. The strata replied that this was the insurer's decision. FW also said the fine was excessive.
58. The strata subsequently sent a decision letter on May 6, 2022, in connection with the April 5, 2022 hearing. I note that under SPA section 34.1 a strata council must

given a written decision within 1 week after a hearing. Ultimately, I find nothing turns on this as there is no indication the delay prejudiced Ms. Liang. The strata said Ms. Liang could pay her fine in instalments. It did not change its other decisions.

***Issue #1. Did Ms. Liang's alterations of SL135 breach the bylaws?***

59. The strata says Ms. Liang breached the bylaws. The alleged changes are detailed in the May 1, 2021 email. They are also shown in 2 diagrams that show an original architectural plan for SL135. The strata labelled the changes in red: 1) a new cabinet next to entrance, 2) the washer and dryer repositioned in storeroom, 3) a new common shower, 4) a new kitchen door, 5) 2 new doors in the master bedroom, 6) a master bedroom wall removed, 7) and a new master bedroom shower. It also noted that the electrical panel seemed to have been moved, though the diagram and its comments are equivocal about this.
60. Ms. Liang says she changed the facing of the washer and dryer but not their location. She does not deny installing or removing doors. Instead, she says the bylaws do not prevent owners from installing or removing doors inside the strata lot. She says she did not move the electrical panel.
61. I turn to bylaw 10.3(g). As stated earlier, bylaw 10.3(g) says an owner shall obtain the written approval of the strata council before making an alteration or addition to the strata lot that involves those parts of the strata lot which the strata is required to insure. SPA section 149(1) says a strata corporation must obtain and maintain property insurance on common property, common assets, buildings shown on the strata plan, and fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot.
62. In general, I find the strata's evidence compelling. The strata took photos of each of the items it labelled in the diagrams, save for the electrical panel.
63. Ms. Liang provided photographs that largely focused on the location of the electrical panel. These include photos of SL135 before the alterations. I am satisfied from these Ms. Liang likely did not move the electrical panel.

64. That said, she did not provide evidence of similar quality for the other items.
65. Ms. Liang provided a copy of an October 2, 2022 engineering report. The report is only 1 page. Its author, an engineer, said that the altered partition walls in SL135 were made by metal studs. They added that altering these walls would not alter the existing building load path or affect the existing structure integrity. I find the report essentially confirms that Ms. Liang altered the walls within SL135.
66. In addition to this, she did not provide any evidence from FW. The evidence before me indicates FW performed the renovations. I find that FW would have the most information on the exact changes they made to SL135. Presumably Ms. Liang would provide a statement or other evidence from FW if that evidence would support her. I draw an adverse inference against Ms. Liang given the lack of such evidence. I find that FW's evidence would likely support the strata.
67. As noted earlier, FW also admitted to omitting some of the renovation items at the April 5, 2022 hearing. I place weight on FW's comments at the hearing as well. I find this is also another reason to draw an adverse inference against Ms. Liang about FW's evidence.
68. Given the above, I find it proven that Ms. Liang changed fixtures in the strata lot as alleged, save for the electrical panel. The fixtures include the cabinets, shower, doors. I also find she changed parts of the building, being the walls. As the strata must obtain insurance for such items under SPA section 149(1), I find Ms. Liang breached bylaw 10.3(g).
69. Consistent with this, the strata provided an October 16, 2021 email from its insurer. The insurer said the policy would not cover the upgraded items. The strata says, and I accept, that it told Ms. Liang this on October 16, 2021.
70. I next turn to bylaw 10.3(i), which restricts changes about plumbing. Ms. Liang did not deny installing a new shower, which is shown in the photographs. I find this would affect the plumbing. So, I find Ms. Liang breached bylaw 10.3(i).

71. This leave bylaw 3.2(e). I find it unproven that Ms. Liang breached bylaw 3.2(e). I find that the alterations do not show that Ms. Liang used SL135 in a way that was contrary to a purpose for which the strata lot is intended. For example, there is no indication the alterations changed SL135's use as a residence.

***Issue #2. Must Ms. Liang pay fines of \$34,825 to the strata?***

72. I will first outline the procedural requirements for levying a fine. SPA section 135(1) says a strata corporation must not fine a person or require a person to pay the costs to remedy a bylaw contravention unless the strata has received a complaint about the contravention, given the owner the written particulars of the complaint in writing, given the owner a reasonable opportunity to answer the complaint, and given the owner notice in writing of its decision to impose the fine. SPA section 135(2) says that the strata must give the owner written notice of its decision to impose fines "as soon as feasible".

73. The BC Court of Appeal has found that strict compliance with SPA section 135 is required before a strata corporation can impose bylaw fines. The court has also determined that bylaw fines may be found to be invalid if the procedural requirements set out in section 135 are not followed. See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449.

74. Case law holds that a strata corporation may "cure" procedural defects by reversing the fines and restarting the process following proper procedures. See *Cheung v. Strata Plan VR 1902*, 2004 BCSC 1750.

75. I am satisfied that the strata received a complaint. I find it likely from the circumstances that one or more of the 3 individuals that inspected SL135 in late April 2021 made a complaint to the strata council. Ms. Liang complains that the strata did not receive a written complaint, but SPA section 135(1) does not require this.

76. I find the strata gave the owner the written particulars in writing. As noted above, the strata sent 2 letters under SPA section 135(1). The first was the May 1, 2021 bylaw

infraction email that alleged breaches of bylaws 3.2(e) and 10.3(i). The strata addressed this letter to FW but included Ms. Liang as a recipient. The second was the June 3, 2021 bylaw infraction letter. The strata addressed this letter to Ms. Liang but included FW as a recipient.

77. Although the strata addressed the first letter to FW, I find nothing turns on this. To the extent this was a defect, I find the June 3, 2021 email to Ms. Liang cured it as required by *Cheung*, and well before it actually levied any fines.
78. Ms. Liang complains that the strata did not identify the bylaw that allows it to levy the fines. This is bylaw 26. However, SPA section 135 does not require the strata to do so. It only requires the strata to identify the bylaw it alleges the owner breached.
79. I find that the strata provided Ms. Liang a reasonable opportunity to answer the complaint. In the May 1, 2021 letter, the strata provided 20 days to respond in writing or to request a hearing. The June 3, 2021 letter provided another 18 days by stating a deadline of June 21, 2021. Ms. Liang responded by providing written arguments from a lawyer, which the strata addressed in the June 28, 2021 decision letter.
80. I find that the strata provided Ms. Liang written notice of its decision to impose fines as soon as feasible. The strata provided the June 28, 2021 decision letter within a week of the deadline to receive arguments. The decision letter was lengthy, and I find given its thoroughness and the importance of the issues to the parties, the strata provided it within a reasonable time period.
81. Ms. Liang says that in all the 2021 strata council meeting minutes, there is no record showing the strata deciding to levy fines on the SL135 account. The strata did not directly comment on this.
82. I agree that under SPA section 34, the strata must record the results of any votes and all decisions in the council meeting minutes. However, as Ms. Liang makes this allegation, she has the burden to prove it. She only provided the strata council meeting minutes for April 29 and August 26, 2021. She did not say if there were

other minutes available for 2021. I find her allegation unproven. I note that, even if proven, I would only order the strata to properly document its decision. There is no other indication that the strata council improperly arrived at its decisions in this dispute.

83. As I find the strata complied with SPA section 135, I now turn to the proper amount of the fines. I have already found that Ms. Liang did not breach bylaw 3(e). So, I order the strata to cancel all fines in connection with this.
84. This leaves the weekly fines of \$200 each for breaches of bylaws 10.3(g) and 10.3(i), or \$400 in total for both. I have no difficulty concluding that the unapproved alterations were continuing contraventions. So, I find the strata could fine Ms. Liang \$200 weekly under its bylaws for each continuing contravention.
85. Ms. Liang objects to the fact that the strata imposed multiple fines for essentially one act, which was building the unapproved alterations. The strata did not directly address this submission.
86. I will first discuss the fines' time period. The period of January 11, 2021, to July 12, 2022, is 78 weeks and 1 day. I infer the strata used the date of January 11, 2021, because this was the date of Ms. Liang's alteration application.
87. Ms. Liang says that levying the fines from January 11, 2021, makes the fine a "retroactive" one. She cites *Zhang v. The Owners, Strata Plan LMS 2195, 2020 BCCRT 1443*. In that decision the CRT said that the strata could not impose fines "retroactively", meaning before the owners received particulars of the complaint. See *Zhang* at paragraph 47.
88. I find that the strata is not attempting to fine Ms. Liang before she received particulars of the complaint. Contrary to this, I have already found that the strata complied with the procedural requirements of SPA section 135. To the extent Ms. Liang says the strata cannot fine her for past infractions, I disagree. Practically speaking, the strata can only levy fines for discrete breaches that occurred in the past, or for the period of time an ongoing breach persisted in the past.



89. That said, I find it unproven that Ms. Liang necessarily began breaching the bylaws on January 11, 2021. The evidence shows that Ms. Liang breached the bylaws as of the inspection date of April 29, 2021. While Ms. Liang may have breached the bylaws before then, the evidence does not show when. So, I find the strata is limited to levying the fines from the April 29, 2021 inspection date.
90. I have considered whether it was significantly unfair for the strata to levy fines of \$400 weekly from January 11 to July 12, 2022. I find it is for the following reasons.
91. The CRT has authority to make orders remedying a strata corporation's significantly unfair acts or decisions under CRTA section 123(2). The legal test for significant unfairness is the same for CRT disputes and court actions. See *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113. The BC Court of Appeal has confirmed that significantly unfair actions or decisions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, unjust, or inequitable. See *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173. In applying this test, the owner's objectively reasonable expectations are a relevant factor, but are not determinative.
92. I find it was significantly unfair for the strata to impose multiple weekly \$200 fines for what is essentially the same ongoing breach. The strata has a duty to enforce bylaws, but "enforcement vigour must be tempered with prudence and good faith." See *Abdoh v. Owners of Strata Plan KAS 2003*, 2013 BCSC 817, affirmed 2014 BCCA 270. The imposition of fines does not serve to correct, remedy or cure violations of the bylaws but, rather, their purpose is to discourage violations of the bylaws. See *Kok v. Strata Plan Lms 463 (Owners)*, 1999 CanLII 6382 (BC SC). See also the non-binding decision of *The Owners, Strata Plan VR245 v. Jiwa*, 2021 BCCRT 1171 at paragraph 42.
93. I agree with Ms. Liang that levying fines of \$400 weekly in these circumstances would serve a punitive purpose because it effectively imposes two fines for the same conduct. I find this was burdensome and harsh in the circumstances.

94. I find that the strata is limited to \$200 per week from April 29, 2021, to July 12, 2022. This is a period of 62 weeks and 5 days. Given this, I find Ms. Liang owes \$12,400, which is still a considerable amount. However, I find this is justified considering the bylaw breach was significant. I order Ms. Liang to pay it.
95. As Ms. Liang made a claim about the fines, I order the strata to reverse the other fines on SL135's account for the period of January 11, 2022, to July 12, 2022, for unauthorized alterations to SL135.
96. The strata says that it held fines after July 12, 2022 in abeyance. I accept this was the case, so I need not make any orders about fines after July 12, 2022.

***Issue #3. Must I order the strata to approve the alterations to permit Ms. Liang to keep them, or order Ms. Liang to return SL135 to its original layout?***

97. Ms. Liang says that the strata should have responded or approved her second August 13, 2021 application to authorization the alterations.
98. The strata says it is unreasonable to expect a strata corporation to retroactively approve unauthorized renovations, and authorization of alterations are within the discretion of a strata corporation. It also cites SPA section 133(1) in support of its position. SPA section 133(1) allows a strata corporation to do what is reasonably necessary to remedy a contravention of its bylaws, including doing work on or to a strata lot, common property, or common assets. SPA section 133(2) states that a strata corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention.
99. As noted earlier, Ms. Liang signed a November 2021 indemnity agreement. Section 4 says that Ms. Liang agreed to provide the strata the contractor's plans for the strata's approval, prior to installing the alterations.
100. Section 10 says that if the strata determines, in its sole discretion, that alterations, replacement, or repairs must be made to the approved alterations for the safety, preservation, proper administration, improvement, or good appearance

of the strata lot, then on 7 days' notice, Ms. Liang had to make such alterations, replacement, or repairs. If she did not do so, the strata could make the alterations, replacement, or repairs as the strata deems necessary, as the owner's sole cost and expense.

101. In addition to that, bylaw 10.12 says that where an owner makes any alteration or addition to the strata lot in contravention of bylaw 10, the strata is entitled to do all things as are necessary to restore the strata to its original condition, and the owner shall immediately upon receipt of notice from the strata reimburse the strata for such costs.

102. I have found that Ms. Liang breached bylaw 10. I find the strata is entitled both under the bylaws and section 10 of the indemnity agreement to return SL135 to its pre-alteration state, or demand Ms. Liang do so. I also find SPA section 133 would allow me to make such an order.

103. Ms. Liang complains that the strata did not reply to the August 2021 request to approve the alterations. I find she also says that the strata's refusal to approve the alterations is significantly unfair.

104. I have outlined the law of significant unfairness above. In previous decisions, the CRT has held that owners do not have a reasonable expectation that the strata will retroactively approve unapproved renovations. See, for example, the non-binding decision of *Taylor v. The Owners, Strata Plan VR 2306*, 2021 BCCRT 850 at paragraphs 61 to 62.

105. Here, I find Ms. Liang did not have any reasonable expectation that the strata would retroactively approve the alterations. By the time of her second request, the strata had already determined that the alterations breached the bylaws and asked her to restore SL135's layout. Ms. Liang request clearly conflicted with the strata's decision. The strata did nothing to suggest that it would ever approve the unapproved alterations. I do not find it would be significantly unfair for the strata to require Ms. Liang to remove the unapproved alterations.

106. I also find Ms. Liang's expectation was unreasonable given the terms of the indemnity agreement and the wording of the bylaws. Both the agreement's terms and bylaws state that the strata could restore the strata lot to its pre-alteration conditions. They do not suggest that the strata would retroactively approve unapproved alterations.
107. If I had found the strata had delayed responding to Ms. Liang's request, I might have only ordered it to provide a decision. I find it unnecessary to do so as the strata's submissions, evidence, and the fact that it started a dispute, show it would have refused the request.
108. Ms. Liang said she made "reasonable attempts to comply with" the bylaws. However, there is no indication she actually made any changes to SL135 that would have returned it to its pre-alteration state.
109. For all those reasons, I decline to order the strata to approve the unauthorized alterations or permit her to keep them.
110. The strata provided a copy of the architectural plan. It shows the placement of items such as doors and doorways, bathroom fixtures, and internal walls. I find the plan is reasonably clear, though some of the print is blurry. A June 4, 2021 email indicates Ms. Liang also obtained such plans from the City of Burnaby using a request under the *Freedom of Information and Protection of Privacy Act*. So, I find the strata's requested order appears practical in the circumstances.
111. I order Ms. Liang to restore SL135 to the original layout according to the architectural plan filed with the City of Burnaby by the strata's developer, within 90 days.
112. I note for clarity that Ms. Liang is still entitled to keep any approved alterations, such as the flooring.
113. The strata did not request an order for access to SL135 to confirm when the work is done. I find it necessary to make such an order to give effect to my order for removal and restoration of the alterations and SL135, to provide some finality for the

parties, to avoid another conflict over this issue, and to account for the parties' contentious relationship. So, once the 90 days have expired, I order Ms. Liang to provide the strata, on 48 hours' written notice, access to SL135 to confirm when the restoration work is done, and the reasonable costs of such inspection will be charged back to SL135's account.

***Issue #4. Must I order the strata to reinstate insurance coverage over all of SL135?***

114. Ms. Liang says the strata must obtain and maintain property insurance under the SPA. The strata says that the insurer is responsible for deciding whether the unauthorized alterations are covered under the strata's insurance policy.

115. As noted earlier, under SPA section 149(1) a strata corporation must obtain and maintain property insurance on common property, common assets, buildings shown on the strata plan, and fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot.

116. Ms. Liang's alterations consist of fixtures or parts of the building that are not shown on the strata plan, such as the new walls. So, I find SPA section 149 supports the strata's position that it does not have to insure the alterations or new walls.

117. In addition to that, the strata provided the following warning in its January 11, 2021 letter that conditionally approved the alterations. The strata wrote that its insurance policy did not provide coverage for improvements or betterments. It said Ms. Liang would have to obtain separate coverage for this. Although not necessary, the strata to its credit brought this to Ms. Liang's attention in January 2021.

118. Given the above, I find the strata is not obligated to insure the alterations. I also find it would be unreasonable to order the strata to obtain additional coverage over alterations that it never approved and were built in clear breach of the strata's bylaws. This is particularly so given the strata's warning that the alterations would not be insured.

119. I dismiss this claim.

***Issue #5. Must I order Ms. Liang to apply to the strata for a renovation request under the bylaws?***

120. The strata requested an order that Ms. Liang apply to the strata for a renovation request for consideration and approval in accordance with bylaw 10. Ms. Liang did not address the issue of the requested order directly.

121. I see no purpose in ordering Ms. Liang to seek the strata's permission to restore SL135 to its original layout. So, I find the strata is likely requesting an order that Ms. Liang must comply with bylaw 10 for future alteration requests. While she must already do so, given the gravity of the current breach and the length of time of this dispute, I find the order is suitable in the circumstances. I order Ms. Liang to comply with bylaw 10 or its renumbered equivalent for future alterations requests.

***Issue #6. Must the strata sign Ms. Liang's requested paperwork?***

122. In March 2022, Ms. Liang requested by email for the strata to sign a permit application for the City of Burnaby. Ms. Liang indicated that signing would allow a municipal inspector to inspect the unit and update its floor plan. Ms. Liang also agreed to pay for inspection fees in connection with this. The strata never agreed to do so.

123. Here, Ms. Liang says the strata must sign a renovation permit, "Consent to Construction" form, and paperwork requested by the City of Burnaby regarding the alterations. Ms. Liang cites bylaw 10.5 in support of her claim. She notes that bylaw 10.5 says the strata "must not unreasonably withhold its approval under Bylaw 10.3."

124. The strata disagrees and says that signing the paperwork would falsely indicate to the City that the strata approved the alterations.

125. To the extent Ms. Liang relies on the law of significant unfairness, I find Ms. Liang's expectation that the strata sign the documents is unreasonable. This is

because the alterations at issue breach the bylaws. I also find ordering the strata to sign the requested paperwork would be contrary to and inconsistent with my order that requires Ms. Liang to restore SL135 to its pre-alteration state as shown in City documents.

126. I also find that bylaw 10.5 does not assist Ms. Liang. This is because I find Ms. Liang's request for the strata to sign the City's paperwork is not "approval under Bylaw 10.3".

127. I dismiss this claim.

***Issue #7. Must the strata cancel fines or charges for "Miscellaneous Income"?***

128. Ms. Liang says that the strata unjustifiably fined her \$73,916.16. She provided a partial breakdown as follows: 1) \$15,000 for unauthorized renovation on October 14, 2021, 2) \$18,000 for unauthorized renovations on January 27, 2022, 3) \$600 weekly for unauthorized renovations from February 2022 onwards, 4) an unstated amount in May 2022 for "Miscellaneous Income", 5) \$400 for move in fees on April 10, 2021, 6) \$100 for "vehicle insurance" on April 14, 2021, 7) \$50 for reactivating 2 fobs on December 1, 2023, 8) and an unspecified amount for legal expense chargebacks.

129. I have already dealt with items 1 through 3 above, as these are all fines about the unauthorized alterations. I will address the remaining items in turn.

130. I note here, and as seen in what follow, that the strata did not directly address these remaining items, either in evidence or submissions. I find Ms. Liang raised them in both her Dispute Notice and her submissions and evidence. So, I have considered them below.

131. I first consider Ms. Liang's claim about "Miscellaneous Income". These entries appear as separate \$5 entries on July 1 and August 1, 2022.

132. Ms. Liang objects to this charge or fine. She requests cancellation of it. The strata did not provide any submission or evidence about it.
133. Ms. Liang bears the burden of proof. That said, for the strata to charge back expenses it has incurred to a strata lot account, it must have the authority to do so under a valid and enforceable bylaw. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512. For fines, it must also comply with SPA section 135, discussed above.
134. I find the strata has the burden to provide some explanation for these entries given Ms. Liang's allegations. The strata did not do so. Given this, I find Ms. Liang has proven her claim.
135. I order the strata to immediately reverse the fines or charges of \$5 each on July 1 and August 1, 2022, for a total \$10, on SL135's account about "Miscellaneous Income".
136. I did not find it clear if Ms. Liang paid these charges already, or the other fines and charges discussed below. So, I decline to order the strata to reimburse Ms. Liang these amounts.

***Issue #8. Must the strata cancel fines for move-in bylaw breaches?***

137. I next consider the \$400 fine for moving in. Ms. Liang says on April 21, 2021, she received a violation notice regarding her moving in. She complains that the strata provided no evidence to support these allegations. She also says she did not receive a decision letter until June 17, 2021. She also says this claim is out of time under the *Limitation Act*.
138. The strata provided no submissions or evidence about this.
139. The SL135 account statement shows a \$400 fine on October 14, 2021, for a breach of the move-in bylaws. The only other documentary evidence about this is an April 21, 2021 bylaw infraction letter from the strata. In the letter, the strata said that Ms. Liang or an occupant of SL135 had moved a substantial amount of household furnishings on April 10, 2020, between 2:40 pm and 5:10 pm, and



subsequently between 8:15 pm and 9:30 pm. The strata said this breached bylaw 27.6, 27.7, 27.8, and 3.2. These bylaws generally set out the strata's moving procedures, other than bylaw 3.2, which generally about creating a nuisance.

140. As before, I find the strata has the burden to provide at least some explanation about the fines. This is because Ms. Liang provided at least some basic evidence and submissions about her claim. As the strata has not done so, I find Ms. Liang has proven her claim.

141. I order the strata to immediately reverse the fine of \$400 on October 14, 2021, on SL135's account about move-in bylaws.

***Issue #9. Must the strata cancel fines for vehicle insurance bylaw breaches?***

142. I turn next to the fines about vehicle insurance. The SL135 strata lot account statement shows the strata levied 2 fines of \$50 on April 14, 2021. The total was \$100.

143. Bylaw 13.12 says that no owner shall cause or permit a vehicle to be parked in the strata unless such vehicle is registered and has valid insurance.

144. Ms. Liang says that the strata levied the fine for failure to insure her vehicle. Ms. Liang says that she received no bylaw violation notice or decision letter about this fine. She says the bylaw breached SPA section 135(1) by failing to provide written particulars of complaints and a reasonable opportunity for her to respond.

145. The strata did not address this submission or provide evidence about it.

146. Again, I find the strata has the burden to provide at least some explanation about the fine. As it has not done so, I find Ms. Liang has proven her claim.

147. I order the strata to reverse the 2 fines of \$50 each on April 14, 2022, for a total \$100, on SL135's account about vehicle insurance.

***Issue #10. Must the strata cancel charges for reactivating 2 fobs?***

148. The strata charged Ms. Liang \$50 for reactivating 2 fobs on December 1, 2023. This does not appear on the SL135 account statement as it is out of its date range.
149. Ms. Liang says that she paid the reactivation fee around December 2023. She says that there is no bylaw or rule that says the strata may charge this fee. She says this was significantly unfair.
150. The strata did not address this submission.
151. Ms. Liang provided a December 1, 2023 email from the strata council to Ms. Liang. The strata said it would reactivate her 2 fobs after she paid, among other things, a reactivation fee of \$25 per fob. A screenshot shows Ms. Liang electronically paid the requested \$50 on December 1, 2023.
152. There are no bylaws or rules in evidence that show the strata's justification for the charge. While that evidence may exist, it was not presented to me.
153. Given this, I order the strata to refund Ms. Liang \$50 for the fob reactivation fee.

***Issue #11. Must the strata cancel chargebacks for legal expenses?***

154. Ms. Liang also disputes a chargeback of legal expenses. The strata sent a July 10, 2024 letter that shows it charged back \$1,794.52 to the SL135 account. This chargeback is outside the date range of the SL135 account statement in evidence.
155. The strata cited bylaw 11.2 as its justification. Bylaw 11.2 says an owner shall indemnify and save harmless the strata from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the strata may sustain, incur, or be put to by reason of or arising out of a) any act or omission of the owner or its guests; or b) the non-observance or violation by the owner or its guests, of the SPA, regulations, bylaws, or rules.

156. In the July 2024 letter, the strata says it sent it to provide notice under SPA section 112(1). SPA section 112(1) says, in relevant part, that before starting a CRT dispute about the collection of money from an owner or tenant, the strata must give the owner at least 2 weeks' written notice demanding payment and indicating that action may be taken if payment is not made within that 2-week period.
157. Ms. Liang says the strata imposed the chargeback without sufficient notice or a valid bylaw. She also says the strata breached SPA section 189.4. SPA section 167(2) says that an owner who sues the strata corporation is not required to contribute to the strata's expenses in defending the suit. SPA section 189.4 of the gives the CRT specific authority to apply section 167.
158. Ms. Liang also says the chargebacks are significantly unfair. Ms. Liang claims that the strata should not be charging back any amount as the strata's insurance covers its legal fees.
159. The strata did not provide any direct submissions or evidence on this issue.
160. From reviewing the June 17, 2024 legal invoice attached to the July 10, 2024 letter, I find the legal expenses were incurred to defend the strata against Ms. Liang's CRT claim. The invoice entries state that the legal work related mainly to the strata's Dispute Response.
161. In *Wang v. The Owners, Strata Plan LMS2970*, 2021 BCCA 369, the BC Court of Appeal clarified that SPA section 167(2) does not prevent a court from ordering legal costs against an owner. See also the non-binding decision of *The Owners, Strata Plan BCS2438 v. Graham*, 2022 BCCRT 904 at paragraph 65. I find that this same reasoning applies here. So, the strata is not necessarily prevented from successfully claiming reimbursement of legal fees in a CRT dispute.
162. Further, as the strata is proceeding under a chargeback bylaw, the procedural requirements of SPA section 135 do not apply.
163. That said, I find CRT rule 9.5(3) applies. Rule 9.5(3) says that the CRT will not order one party to pay another party's legal fees in a strata property dispute unless

there are extraordinary circumstances. Rule 9.5(4) says that in determining whether a party must pay the fees that a lawyer charged to another party, the CRT may consider the complexity of the dispute, the degree of involvement by the representative, whether a party or representative's conduct has caused unnecessary delay or expense, and any other factors the CRT considers appropriate.

164. Although the strata's bylaw allows the strata to claim reimbursement of CRT legal expenses, I find that extraordinary circumstances must still exist in order for the strata to be awarded reimbursement for its CRT legal expenses. See *Graham* at paragraphs 70 to 71.

165. I find the dispute was complex. Ms. Liang raised many issues as shown by the length of this decision. I find the strata reasonably hired a lawyer in the circumstances. Both parties provided lengthy submissions and a moderate amount of evidence. The lawyer also acted as the strata's representative in this dispute, so I find they had a high degree of involvement.

166. Given the above, including the existence of bylaw 11.2, I find this dispute involved extraordinary circumstances. I find the strata is entitled to reimbursement of its CRT legal expenses.

167. I acknowledge Ms. Liang's submission that the strata's legal expenses may be covered by its insurance. I do not find this to be a factor under the bylaws or the CRT rules to deny reimbursement. The strata's insurance policy is meant to benefit the strata rather than Ms. Liang.

168. I next to turn to the amount of reimbursement. Bylaw 11.2's wording places no limits on the indemnity. That said, I find the charges must still be reasonable in the circumstances. Reasonable costs are also proportional. See *Graham* at paragraphs 72 to 74, citing *Wanson (Bristol) Development Ltd. v. Sahba*, 2019 BCCA 459. Factors to consider may include the following:

- a. the complexity, difficulty or novelty of the issues involved,

- b. the skill, specialized knowledge and responsibility required of the lawyer
- c. the lawyer's character and standing in the profession,
- d. the amount involved,
- e. the time reasonably spent,
- f. if there has been an agreement that sets a fee rate that is based on an amount per unit of time spent by the lawyer, whether the rate was reasonable,
- g. the importance of the matter to the client, and
- h. the result obtained.

169. I have discussed the dispute's complexity above. I find the amount involved was proportional to the legal fees in evidence. The invoice indicates the time was reasonably spent and at a reasonable rate. I find the matter was of significant importance to the client. The strata was largely successful on the primary issue in this dispute, though it was unsuccessful on other issues. I do not find that, by itself, warrants a reduction in the chargeback amount. So, I dismiss this part of Ms. Liang's claim.

170. Ms. Liang says the strata "maliciously" charged back legal expenses relating to another strata lot. A February 5, 2024 letter shows the strata charged back \$6,334.16 to the SL135 account for a December 22, 2022 invoice. Another February 5, 2024 letter shows the strata charged back \$939.12 to the SL135 account for a June 28, 2023 invoice.

171. The strata did not address this submission.

172. Both invoices state that the legal work was done in connection with a CRT dispute indexed as *Mei S Leung v. The Owners, Strata Plan LMS2195*, filed number ST-2022-002870, about an incident occurring on October 24, 2022.

173. I find the invoices relate to a different matter than this one. In addition to the fact that the file number is different from the ones in this dispute, the December 22,

2022 invoice says the strata's lawyer reviewed the decision indexed as *The Owners, Strata Plan LMS2195 v. Leung*, 2021 BCCRT 260. The lawyer noted that the respondent, Mei Sum Leung, had previously been in a dispute with the strata. I find it clear from this comment that the references to Mei S Leung were not mistaken references to Ms. Liang.

174. Given the above, I find there is no justification for the strata to charge back the December 22, 2022 and June 28, 2023 invoices to SL135's account. These invoices do not relate to Ms. Liang at all. I order the strata to reverse the \$6,334.14 chargeback on SL135's account about the December 22, 2022 legal invoice and the \$939.12 chargeback on SL135's account about the June 28, 2023 legal invoice.

***Issue #12. Must I order Ms. Liang to pay postage fees under the bylaws?***

175. The strata added bylaw 7.3 in June 2021. It says that in the event after serving 3 consecutive notifications to an owner at the address on file for amounts due to the strata and the amount remains outstanding, thereafter, without limiting any other right or remedy of the strata, for each notification served to or requested by the owner, the strata will charge postage, stationary and administration cost of a fee of \$5, or in the event the cost of postage is more than \$5, a fee of \$5 plus the cost of postage. The notification shall include but is not limited to any statement setting out the amount outstanding, letter of demand for payment, and any related correspondence.

176. The strata claims \$25 in postage fees under bylaw 7.3. The strata did not provide a breakdown of this amount or explain what letters it sent that satisfies the requirements of bylaws 7.3. Ms. Liang did not directly address this claim.

177. The strata bears the burden of proving its claims. As evidence, the strata provided a May 6, 2022 email it sent to Ms. Liang about the postage fees. However, it does not explain what letters the strata claims postage for. I acknowledge the letters in evidence, but I find the strata must still explain this part of the claim in order to prove it. So, I dismiss it.

***Issue #13. Must the strata pay \$20,000 as compensation for significant unfairness?***

178. Ms. Liang claims \$20,000 as compensation for significant unfairness. She did not say if this compensation is for a specific act or the strata's actions as a whole. The strata denies this claim.
179. I have already found that some of the fines were significantly unfair and provided specific remedies for this, as stated above. I also provided various remedies about the fines and chargebacks she took issue with. So, I have not entirely dismissed her claims of significant unfairness. Instead, I have provided different remedies noted above.
180. I am not persuaded that I should order a further monetary compensation. Ms. Liang experienced only mixed success at best on the primary issue in this dispute.
181. Ms. Liang said that her dealings with the strata left her depressed. While this may be so, I find it unproven that I should provide Ms. Liang further compensation for significant unfairness.

**CRT FEES, EXPENSES AND INTEREST**

182. Under section 49 of the CRTA, 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 see no reason in this case not to follow that general rule. The parties were both partially successful. Given this, I decline to order either party to reimburse the other for CRT fees.
183. Ms. Liang claims the following as dispute-related expenses: 1) legal fees she paid totaling \$8,439.05, 2) \$1,050 for an engineering report, and 3) \$14,286.16 for legal fees charged back to SL135's account.
184. I have already dealt with the last matter of legal fees charged back to SL135's account and need not comment on it further here.

185. Ms. Liang provided multiple invoices to support her claim for reimbursement of legal fees. Some of these predate the CRT process and some are specifically about the CRT dispute resolution process.
186. I have found that the parties were both partially successful, though the strata had greater success on the primary issue in this dispute. This is because Ms. Liang must pay a portion of the fines and remove the unapproved alterations. In accordance with the general rule, I decline to order the strata to reimburse Ms. Liang. I note that I reached a different decision about the strata's chargeback of legal fees and rule 9.5. This is because the strata can rely on its chargeback bylaw and had greater success on the primary issue.
187. Ms. Liang also seeks reimbursement for the cost of the October 2, 2022 engineering report. I only found the report relevant to the degree that it showed Ms. Liang breached the bylaws by altering the interior walls of SL135. As such, I find it unproven that the strata should pay any portion of it.
188. The *Court Order Interest Act* (COIA) applies to the CRT. The SPA does not permit interest to be charged on fines, although interest under the *Court Order Interest Act* applies. See, for example, *The Owners, Strata Plan BCS 2103 v. Zeng*, 2019 BCCRT 1236 at paragraph 71.
189. I find the strata is entitled to prejudgment interest under the COIA on the bylaw fines of \$200 each, from the time they would be applied, to the date of this decision. This equals \$1,331.57.
190. Ms. Liang is also entitled to prejudgment interest under the COIA on the \$50 fob reactivation fees from December 1, 2023, to the date of this decision. This equals \$2.58.
191. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Liang.



## ORDERS

192. I order Ms. Liang to pay the strata within 30 days \$13,731.57, broken down as follows:
- a. \$12,400 in bylaw fines for the period of April 29, 2021 to July 12, 2022, for unauthorized alterations to SL135, and
  - b. \$1,331.57 in prejudgment interest under the COIA.
193. I order the strata to immediately reverse the other fines on SL135's account for the period of January 11, 2021 to July 12, 2022, for unauthorized alterations to SL135.
194. I order Ms. Liang to restore SL135 to the original layout according to the architectural plan filed with the City of Burnaby by the strata's developer, within 90 days.
195. Once the 90 days have expired, I order Ms. Liang to provide the strata, on 48 hours' written notice, access to SL135 to inspect and confirm when the restoration work is done, and the reasonable costs of such inspection will be charged back to SL135's account.
196. I order Ms. Liang to comply with bylaw 10 or its renumbered equivalent for future alterations requests.
197. I order the strata to immediately reverse the fines or charges of \$5 each on July 1 and August 1, 2022, for a total \$10, on SL135's account about "Miscellaneous Income".
198. I order the strata to immediately reverse the fine of \$400 on October 14, 2021, on SL135's account about move-in bylaws.
199. I order the strata to immediately reverse the 2 fines of \$50 each on April 14, 2022, for a total \$100, on SL135's account about vehicle insurance.

200. I order the strata to reimburse Ms. Liang within 30 days a total of \$52.58, broken down as follows:
- a. \$50 for fob reactivation fees, and
  - b. \$2.58 in prejudgment interest under the COIA.
201. I order the strata to immediately reverse the \$6,334.14 chargeback on SL135's account about the December 22, 2022 legal invoice and the \$939.12 chargeback on SL135's account about the June 28, 2023 legal invoice.
202. The strata is entitled to post-judgment interest, as applicable.
203. Ms. Liang is entitled to post-judgment interest, as applicable.
204. I dismiss Ms. Liang's and the strata's remaining claims and counterclaims.
205. 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 that it is filed in.

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David Jiang, Tribunal Member