



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Strydom v. The Owners, Strata Plan LMS 666*, 2025 BCCRT 11

BETWEEN:

ETIENNE STRYDOM

APPLICANT

AND:

The Owners, Strata Plan LMS 666

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. Etienne Strydom owns and lives in a strata lot in The Owners, Strata Plan LMS 666. He alleges that unsanitary conditions in and around a strata lot next to his are a health and safety hazard. He also says that unpleasant odours enter his strata lot from that unit. He says that the strata has failed to adequately address the situation. He asks

for an order that the strata enforce its bylaws by addressing the source of the odours and having an expert inspect the neighbouring unit to ensure it is not a fire hazard.

2. Mr. Strydom also alleges that the strata has failed to address a leak underneath the neighbouring strata lot, which dripped into the parkade. He asks for an order that the strata inspect the issue and address it. He is self-represented.
3. The strata says that it has taken reasonable steps to inspect the neighbouring unit and has determined that the residents are not breaching any bylaws. The strata says that the only odours coming from that unit are transient cooking odours. The strata also says that a plumber has already confirmed that the neighbours' pipes are not leaking. The strata asks me to dismiss Mr. Strydom's claims. The strata is represented by its current president.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I have considered the potential benefits of an oral hearing. Here, I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. I find that an oral hearing is not necessary in the interests of justice. I therefore decided to hear this dispute through written submissions.
6. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUES

7. The issues in this dispute are:
 - a. Has the strata reasonably enforced its bylaws against Mr. Strydom's neighbours?
 - b. Has the strata failed to reasonably repair and maintain its plumbing system?

BACKGROUND AND EVIDENCE

8. In a civil claim such as this, Mr. Strydom as the applicant must prove his claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
9. The strata was created in 1992. It consists of 88 residential strata lots in a single apartment building. The strata filed a complete set of bylaws that replaced all previous bylaws on March 7, 2018. Mr. Strydom moved into his strata lot in 2021.
10. Mr. Strydom relies on the following bylaws. Bylaw 2(1) requires owners to repair and maintain their own strata lots except for repair and maintenance that is the strata's responsibility under the bylaws. Bylaw 3(1)(a) prohibits owners from using a strata lot in a way that causes a nuisance or hazard to another person. Bylaw 3(7) requires owners to maintain their strata lots in a "good and clean condition", including by ensuring that their strata lot does not become "unsanitary or a source of odour". Bylaw 3(17) prohibits owners from doing anything that could create a fire risk or fire hazard, or which might contravene the strata's insurance policies. Bylaw 3(20) prohibits owners from putting anything on their patios, balconies, or decks except patio furniture, planters, and barbecues.

EVIDENCE AND ANALYSIS

Did the strata reasonably enforce its bylaws against Mr. Strydom's neighbours?

11. Under section 26 of the *Strata Property Act* (SPA), the strata has a duty to investigate complaints about bylaw contraventions and, if proven, enforce the bylaws. The strata has limited discretion to decide not to enforce a proven breach, such as if the breach is insignificant or the impact on other owners is trivial.¹ The strata has broad discretion in how it reacts to complaints, as long as its approach complies with principles of procedural fairness and is not significantly unfair to an owner or tenant.² Specifically, SPA section 129(2) gives the strata discretion to give a person a warning or time to comply before enforcing a bylaw. Mr. Strydom essentially argues that the strata has failed to reasonably enforce its bylaws against his neighbours.
12. Mr. Strydom's allegations fall under three related categories. The most persistent complaints are about unpleasant odours he says come from his neighbours' unit. Mr. Strydom also says the neighbours' unit was unsanitary and unsafe because of hoarding behaviours. Finally, Mr. Strydom says that the neighbours' patio has consistently had unpermitted items on it.
13. Before turning to the chronology, I note that some of the early written correspondence with the strata came from Mr. Strydom's co-resident LE. Mr. Strydom was copied on these emails, so I infer LE's complaints were essentially joint complaints.
14. LE first complained about odours on November 4, 2022. They did not identify the source, and Mr. Strydom says they initially thought it was coming from a garbage area. The strata manager responded that they would have the caretaker investigate.
15. On January 18, 2023, LE emailed that they had identified the neighbours' unit as the odour's source. They noted that their neighbours left their front door into the common hallway open, which allowed the odour to spread. They also mentioned that their neighbours had prohibited items on their patio.

¹ *Abdoh v. The Owners, Strata Plan KAS2003*, 2014 BCCA 270, at paragraph 237.

² *Chorney v. Strata Plan VIS 770*, 2016 BCSC 148, at paragraph 52.

16. LE followed up on January 20, and included a photo of their neighbours' open door. They said the smell was "definitely not cooking related – it is putrid". They also said that they had observed a possible hoarding issue.
17. On February 1, the strata manager emailed back that the strata had hired a contractor to do work on the strata's rooftop air units to improve circulation. LE said air circulation was not the issue and again asked about the door being left open. On February 8, the strata manager said they could not provide detailed updates on the strata's efforts due to "privacy concerns", but confirmed that the strata had told the neighbours not to leave their door open. The strata also said that the family had "some serious challenges" and the strata's approach required "compassion".
18. On March 8, 2023, the strata manager wrote to the neighbours alleging several bylaw contraventions. First, the strata insisted that their door be kept closed, primarily for fire safety reasons. Second, without explicitly alleging the existence of unreasonable odours, the strata mentioned that "the source of the odour needs to be managed" and suggested "a thorough housecleaning and decluttering". The strata threatened fines if the neighbours did not keep their door closed. Soon after this letter, the neighbours stopped propping open their door.
19. The strata says it contacted the local fire department to get advice about the possible hoarding issue. The timeline is not entirely clear, but in a May 9, 2023 email, the strata manager told the neighbours that the fire department had attended and been "shocked at how messy your home is". The strata manager said that the "situation in your home is resulting in smells that permeate into the hallways and outside". However, the strata says the fire department took no action, which is evidence the hoarding situation was not serious enough to warrant drastic measures.
20. The strata council also did its own inspection. On June 14, 2023, a council member emailed the rest of council a report of what they had observed. They said there was clutter that created several fire hazards. They noticed odours but did not find them offensive. They thought it was likely the "lingering odour of cooking". Another strata council member who was present added that they did not smell anything in the

hallway but noticed an odour once they entered. That council member did not think it was garbage or rotting food, but could not identify what it was.

21. Mr. Strydom complained about odours from the neighbours again on July 14, 2023. According to emails in evidence, the council president went to the hallway about two hours after Mr. Strydom's email and did not "smell anything disturbing". Mr. Strydom complained again on July 17, including that the neighbours were hoarding on their patio. The strata manager responded on July 19 that several strata council members had intermittently visited the hallway outside the neighbours' strata lot and had never identified any unusual odours. The strata had concluded that any "short-term odour issues" were most likely related to food preparation, which was not a bylaw breach. The strata manager also said the strata's caretaker and several council members had inspected the patio and found it to be "in good order".
22. On August 3, 2023, the strata manager wrote to the neighbours to tell them they observed excessive clutter in their home that, among other things, posed a fire risk. The strata manager invited the neighbours to reach out to discuss how to resolve the issue.
23. On August 20, 2023, Mr. Strydom disputed the strata's conclusion that the neighbours' patio was in good order. He said they were using the patio for storage, putting garbage on it, and hanging laundry. He attached several photos to the email. However, he did not provide the original photos in evidence, and the thumbnails on the emails in evidence are small. They do show a large number of planters and a generally crowded space, but I cannot draw any conclusions from them.
24. The strata says that in December 2023, it confirmed for the first time an unpleasant odour coming from the neighbours' unit. Two council members attended and confirmed there was a broken fridge that was causing those odours. This was resolved although it is unclear exactly when.
25. On January 1, 2024, Mr. Strydom emailed the strata manager and council that he was still "experiencing daily putrid and musty odours" from the neighbours. This may have been related to the broken fridge.

26. On January 29, 2024, the strata manager wrote to the neighbours about a January 3, 2024 meeting. The strata manager noted that the strata had told the neighbours at that meeting to stop bringing recyclables and other abandoned items into their unit, but the neighbours had continued to do so. They threatened a \$200 fine for this. The strata says it imposed a fine although there is no documentary evidence to confirm this. The strata also told the neighbours they had to clean and declutter their unit as it “has been identified as a source of odours” and was a fire risk.
27. The strata inspected the neighbours’ strata lot again on February 14, 2024. Two council members and the strata’s caretaker were there. No one present noticed any odours, but they noted “the unkempt nature of the unit” gave rise to an “enormous potential for odours”. The strata’s report noted excessive clutter in several rooms and the patio. The report noted that after the visit, the neighbours made “a major move to remove a lot of objects from their unit”.
28. The strata says that the hoarding situation was essentially resolved at this point, but it decided to hire a professional to assess the neighbours’ unit because Mr. Strydom kept complaining. The strata hired a company called 1st Hoarding CleanUp. The company’s operations manager, Curtis Kreklau, inspected the neighbours’ unit on August 6, 2024, and wrote a report. Given the nature of the business and Curtis Kreklau’s job title, I find they are likely qualified to assess the state of the neighbours’ unit. Notably, Mr. Strydom does not dispute their qualifications or challenge their findings. So, despite imperfect compliance with the CRT’s rules, I rely on the report as expert evidence.
29. The report says the neighbours refused to allow photographs, so there are none. Curtis Kreklau assessed the unit’s condition using a 9-point “Clutter Image Rating Scale”, which they said was an industry standard. A higher score means more clutter. I note that the neighbours refused access to one of the two bedrooms, which I address below. The unit’s remaining rooms all received a score of between 2 and 4. The report concluded that there were no safety concerns and the existing clutter was not problematic. The report noted odours related to cooking but these were not “overly foul” and were overall “acceptable”.

30. Mr. Strydom remains concerned about the locked bedroom. The neighbours' behaviour is somewhat suspicious, and it is certainly possible that the second bedroom is in an unsafe or unsanitary condition. However, I find this is too speculative for me to order the strata to further investigate. There is no evidence of any current hoarding issue in the neighbours' unit. That said, the strata's bylaws authorize it to inspect the strata lot, which implicitly includes all its rooms.
31. I will also address Mr. Strydom's arguments about the strata's overall approach to his neighbours. He essentially argues that the strata decided not to enforce its bylaws. As noted, the SPA requires the strata to enforce its bylaws but allows it to give warnings and time to comply before doing so. The point at which giving repeated warnings stops being reasonable will depend on the circumstances. The evidence indicates that the neighbours were resistant to and offended by the strata's involvement. The strata says its president spoke to a social worker about hoarding, who advised the strata to take a long-term view by offering help. This informed the strata's more delicate approach, which included multiple warnings alongside supportive offers of assistance. Still, the strata exercised its authority under the bylaws to insist on multiple inspections. Whether it threatened fines or actually fined the neighbours in January 2024, it is clear that it began taking a harsher approach at this time, which appears to have worked.
32. I find this was a reasonable approach. However, I agree with Mr. Strydom that the strata took too long to ensure compliance specifically with the bylaws that related to fire safety. In particular, the strata offered the neighbours help in decluttering their unit in August 2023, but took no further action for several months. I find that the potential safety hazard should have prompted the strata to be more insistent. However, ultimately nothing came of this delay.
33. Turning to the odours, the strata's position has been inconsistent. It is understandable that Mr. Strydom became frustrated when he compared what the strata had told him with what it had told the neighbours. The strata consistently denied the presence of any unpleasant odours to Mr. Strydom, while consistently telling the neighbours that

the odours coming from their unit were a problem. The strata does not explain the discrepancy.

34. However, the objective evidence in this dispute does not establish that unpleasant odours escaped the neighbours' unit other than in December 2023. Several strata council members and the caretaker all inspected the unit at different times and none of them detected anything problematic. The same goes for Curtis Kreklau, an independent professional. So, I find that Mr. Strydom has not proven that the strata failed to enforce its bylaws about odours. Its investigations were reasonably thorough and objective, and did not uncover a bylaw breach to enforce.
35. Finally, the strata provided an August 2024 photo of the neighbours' patio that shows it is tidy and uncluttered. It does not show the entire patio. Mr. Strydom does not agree that the patio is fully compliant with the bylaws but does not say what on it is impermissible. He also did not provide any current evidence, such as a recent photo. I find it unproven that there is any ongoing breach of the strata's bylaw about what can be stored on a patio.
36. In summary, although the strata's response to Mr. Strydom's complaints was at times imperfect, I find no basis to order the strata to enforce its bylaws against the neighbours. I dismiss Mr. Strydom's claims about future bylaw enforcement. That said, the strata's obligation to investigate complaints and enforce its bylaws is ongoing.

Has the strata failed to reasonably repair and maintain its plumbing system?

37. On January 19, 2023, LE emailed the strata manager showing a video showing a leak in the parkade. LE sent another email on February 3 with a photo showing the same leak. The leak was underneath the neighbours' bathroom.
38. On February 5, the strata president said they had believed the first leak was a "one-off" but that the second complaint "changes everything". The president said they would have their plumber attend. A February 6, 2023 report from Trinity PHG Inc. did not find a conclusive cause. The report is not entirely clear, but the plumber did not

recommend any specific repairs or detect any leaking pipes. As part of that work, the plumber removed some insulation from the parkade's ceiling to view the plumbing underneath the neighbours' bathroom, leaving an open cavity. There is no evidence of any leaks since then.

39. On February 13, 2023, LE emailed the strata manager alleging that there was a smell coming from the parkade cavity. Mr. Strydom describes it as "musty". He believes it is evidence of a mold or similar issue in the area around the former leak. He wants the strata to hire a professional to investigate.
40. SPA section 72 requires the strata to repair and maintain common property, which I find includes the pipes and surrounding insulation at issue. The strata must act reasonably when fulfilling its repair and maintenance obligations. This duty includes a duty to investigate the potential need for future repairs. Whether a strata must investigate a potential common property issue in response to an owner request depends, in part, on the likelihood of the need for repair, the cost of the investigation, and the gravity of harm to be avoided.³ I also find that the quality of the evidence the owner presents to the strata is a relevant consideration.
41. Here, the only evidence of any ongoing issue is that Mr. Strydom reports a musty smell. There is no evidence anyone else notices this smell. I find this is insufficient to trigger the strata's obligation to investigate.
42. In reply submissions, Mr. Strydom requests that I ask the strata to provide recent plumbing reports, which he says show "multiple leaks and concerns". Mr. Strydom, who was on strata council at the time, did not provide copies of those reports. He also did not explain whether they relate to the issue about the musty smell in the parkade cavity, which is the only plumbing issue before me. I find Mr. Strydom's description of this evidence is insufficiently detailed to justify delaying resolution of this dispute. The strata's obligation to repair and maintain common property is ongoing, and if Mr.

³ *Guenther v. Owners, Strata Plan KAS431*, 2011 BCSC 119, at paragraph 40.

Strydom does not believe the strata is discharging that duty in relation to these recent plumbing reports, he may bring a new CRT dispute.

TRIBUNAL FEES AND EXPENSES

43. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Strydom was unsuccessful, so I dismiss his claim for CRT fees. The strata did not claim any dispute-related expenses or pay any CRT fees.

44. The strata must comply with the provisions in section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Strydom.

DECISION AND ORDER

45. I dismiss Mr. Strydom's claims.

Eric Regehr, Vice Chair