



Civil Resolution Tribunal

Date Issued: January 15, 2025

Files: ST-2023-001810
and ST-2024-002690

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan VR2689 v. Vestergaard*, 2025 BCCRT 58

B E T W E E N :

The Owners, Strata Plan VR2689

APPLICANT

A N D :

STEVEN ERIK VESTERGAARD and ALLISTER DAVID CHAN

RESPONDENTS

A N D :

The Owners, Strata Plan VR2689

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This decision is about bylaw fines and legal expenses. It involves two linked disputes. Though not all the parties are the same, I find the two linked disputes are essentially a claim and a counterclaim. So, I have issued one decision for both disputes.
2. Allister David Chan owns strata lot 8 (SL8) in the strata corporation, The Owners, Strata Plan VR2689 (strata). In dispute ST-2023-001810, the strata says that Steven Erik Vestergaard, Mr. Chan's tenant in SL8, has repeatedly breached the strata's bylaws. So, the strata seeks an order that Mr. Chan and Mr. Vestergaard pay \$2,200 for fines it has assessed against Mr. Vestergaard for his bylaw contraventions. The strata further says that it has spent approximately \$9,220.96 in legal expenses as of December 31, 2022 to enforce its bylaws against Mr. Vestergaard and asks for an order that Mr. Chan and Mr. Vestergaard pay this amount as the cost of remedying Mr. Vestergaard's bylaw contraventions under *Strata Property Act* (SPA) section 133. Mr. Chan and Mr. Vestergaard say they are not liable for the claimed fines and legal expenses.
3. In dispute ST-2024-002690, Mr. Chan counterclaims against the strata for \$9,607.93 in legal expenses he incurred trying to unsuccessfully evict Mr. Vestergaard at the strata's request.
4. A strata council member represents the strata. Mr. Chan and Mr. Vestergaard are each self-represented.

JURISDICTION AND PROCEDURE

5. 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.

6. 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 and that an oral hearing is not necessary.
7. 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.
8. Under CRTA section 123, in resolving these disputes 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.

Preliminary issues

9. First, Mr. Vestergaard uploaded some evidence files in a format that was not compatible with the CRT's online portal, so I was unable to view some of his evidence. At my request, CRT staff asked Mr. Vestergaard to reupload these files. Mr. Vestergaard did not respond to the CRT's request. I find that Mr. Vestergaard has had an adequate opportunity to provide the unopenable evidence but has chosen not to. So, I have made my decision below based on the evidence that I have been able to view.
10. Second, Mr. Vestergaard's evidence also includes screenshots of WhatsApp messages with text that is not in English, with no translation provided. CRT rule 1.7(5) says all information and evidence must be in English or translated to English. So, in making my decision I have not relied on any evidence that was not in English and did not have an accompanying English translation.

ISSUES

11. The issues in these disputes are:

- a. Must Mr. Vestergaard and Mr. Chan, or either of them, pay the assessed bylaw fines?
- b. Is the strata entitled to its claimed legal expenses? If so, from whom?
- c. Is Mr. Chan entitled to his claimed legal expenses?

EVIDENCE AND ANALYSIS

12. In a civil proceeding like this one, the strata must prove its claims on a balance of probabilities, meaning more likely than not. Mr. Chan must prove his counterclaim to the same standard. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision. I note Mr. Chan did not provide any reply argument in the counterclaim, despite having the opportunity to do so. He also did not provide any written argument in response to the strata's claim, and only says that he relies on his written argument provided in the counterclaim. So, I have considered Mr. Chan's written argument in the counterclaim in deciding the strata's claims against him in the main claim.
13. I also note that much of Mr. Vestergaard's written argument and evidence are not relevant to the issues in dispute, and rather address previous actions by the strata in relation to prior bylaw breaches and associated fines. The strata does not seek any orders with respect to those prior breaches and fines and Mr. Vestergaard did not bring a counterclaim to seek any orders himself. So, while I have reviewed all of Mr. Vestergaard's argument and evidence, I only refer to those portions that are directly related to the issues I must decide.
14. The strata was created in July 1990 and consists of 17 strata lots on 18 floors. As noted above, Mr. Chan owns SL8 but does not live there. Mr. Vestergaard has lived in SL8 since August 15, 2019.

15. On August 16, 2011, the strata filed a consolidated set of bylaws with the Land Title Office. The strata has filed various amendments to the bylaws since then. I find the August 16, 2011 bylaws, as amended, are the bylaws that apply to this dispute.

The strata's claims for unpaid bylaw fines

16. In dispute ST-2023-001810, the strata seeks payment of \$2,200 in fines for Mr. Vestergaard's alleged contraventions of bylaws 3.1 and 41 outlined in its August 3, 2022 letter to Mr. Vestergaard, copying Mr. Chan and others.

17. The relevant parts of bylaw 3.1 say that a tenant must not use a strata lot or common property in a way that:

(a) causes a nuisance, disruption or hazard to another person,

(b) causes undue noise or offending odours to emanate outside a strata lot,

(c) offends the strata community's moral standards,

(d) unreasonably interferes with the rights and peace of others to use and enjoy the common property or another strata lot,

... and

(f) is injurious to the building's reputation.

18. On January 12, 2022, the strata added bylaw 41. This bylaw prohibits a tenant from harassing or abusing others. It says, in essence, that residents, strata council members, strata employees, contractors, and agents have the right to use and enjoy strata lots and common property, and carry out their duties to the strata without:

(a) threats, intimidation, yelling, or verbal abuse of any kind,

(b) physical abuse,

(c) targeted nuisance behaviour,

(d) inappropriate surveillance and staring, or

(e) unwelcome remarks, jokes, slurs, or taunting.

19. In the August 3 letter, the strata listed 6 prior bylaw breaches it had fined Mr.

Vestergaard for and set out the following 5 new complaints:

- a. Between September 23 and 26, 2021, Mr. Vestergaard phoned and then sent numerous text messages to IK, the strata council president, that potentially breached bylaw 3.1. The strata said that during the phone call, Mr. Vestergaard was confrontational and screamed at IK. It further said that in subsequent text messages, Mr. Vestergaard insulted and belittled other strata council members, referring to one council member, PA, as a “crybaby”, and demanding that the building caretaker, MC, be fired.
- b. On October 21, 2021, Mr. Vestergaard sent emails to the strata alleging IK had “ripped off” their cousin and referring to PA as an “idiot”, potentially in breach of bylaw 3.1.
- c. In various emails on June 6, 2022 to the strata’s lawyer, Mr. Vestergaard belittled, insulted, and abused strata council members, threatened that MC be fired, and threatened to sue the strata, all potentially in breach of bylaws 3.1 and 41.
- d. On June 6, 2022, Mr. Vestergaard approached IK in the parking area, stood over them in an intimidating manner and demanded that IK answer his questions about the building, potentially in breach of bylaws 3.1 and 41.
- e. On June 14, 2022, Mr. Vestergaard sent multiple emails to the strata’s lawyer again abusing, belittling and making unwelcome slurs about strata council members, potentially in breach of bylaws 3.1 and 41. In one of these emails, the strata said Mr. Vestergaard also admitted that he farted in the elevator, which the strata said was possibly a breach of bylaw 3.1.

20. In the letter, the strata said it was giving Mr. Vestergaard notice of the 5 complaints listed above and that the strata council would determine whether they constituted

bylaw breaches and whether to fine him. The strata said Mr. Vestergaard could respond to the complaints within 14 days, including requesting a hearing. The strata also noted that it would charge Mr. Vestergaard for any legal costs it incurred in enforcing its bylaws under SPA section 133. Finally, the strata referred to SPA section 131, which says that if a strata corporation fines a tenant or requires a tenant to pay the costs of remedying a bylaw contravention, the strata corporation may collect the fine or costs from the tenant, the landlord, or the strata lot owner.

21. In an August 18, 2022 email, Mr. Vestergaard requested a hearing to address the complaints set out in the strata's August 3 letter. The hearing took place on September 6 via Zoom. At the hearing, the strata council heard from Mr. Vestergaard and Mr. Chan's mother (EC), who is also SL8's property manager. The strata's hearing notes also say that IK also briefly attended to confirm the details recorded in the August 3 letter, I infer with respect to the June 6 parking area incident.
22. Following the hearing, the strata sent Mr. Vestergaard, Mr. Chan, and others a September 12 letter notifying them about its decision to issue \$2,200 in fines for Mr. Vestergaard bylaw contraventions set out in its August 3 letter, which it broke down into 11 distinct contraventions. The strata demanded that Mr. Vestergaard pay the \$2,200 in fines within 30 days.
23. Then, in a November 18 letter, the strata again demanded that Mr. Vestergaard pay the \$2,200 in levied fines, this time by December 3, 2022. The strata said that if Mr. Vestergaard failed to pay the fines by this date, it would commence legal proceedings against him and Mr. Chan to seek payment for the fines and for its reasonable costs of remedying Mr. Vestergaard's bylaw breaches under SPA section 133.
24. Neither Mr. Chan nor Mr. Vestergaard have paid the \$2,200 in fines to date. Mr. Vestergaard says that he did not breach any bylaws and so the fines are invalid. In the alternative, he argues that the strata's August 3 letter only outlined 4 contraventions, so the most he owes the strata is \$800 in fines.

SPA section 135

25. SPA section 135 sets out the process a strata corporation must follow before imposing bylaw fines. 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 or tenant the written particulars of the complaint in writing, given a reasonable opportunity to answer the complaint, and given notice in writing of its decision to impose the fine. SPA section 135(2) says that the strata must give the owner or tenant written notice of its decision to impose fines “as soon as feasible”.
26. 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).
27. I turn now to consider whether Mr. Vestergaard breached the bylaws as alleged, and whether the \$2,200 fines are valid.

The fines

28. First, the strata fined Mr. Vestergaard \$200 for his telephone call and text messages between September 23 and 26, 2021 outlined in the August 3 letter, which the strata says breached bylaw 3.1.
29. In an September 26, 2021 email to EC, copying the strata council and others, IK excerpted the messages they received from Mr. Vestergaard between September 23 and 26. IK also said that Mr. Vestergaard called them at approximately 9:40 am on “Thursday” and started shouting at them that there was no heat in his apartment. Mr. Vestergaard disagrees with this description. He says that he was polite but insistent during the call, and that it was IK that raised their voice.
30. On balance, I prefer IK’s more detailed description of the phone call in the email to EC than Mr. Vestergaard’s version of events. It is also clear from the text messages

and emails Mr. Vestergaard sent to IK and others during this period that he was very upset about the lack of heat in the building. Given this, I find it more likely than not that Mr. Vestergaard shouted at IK during the phone call.

31. I also find that Mr. Vestergaard called PA a “crybaby”, as described in the August 3 letter, and insulted and belittled other strata council members in text messages to IK. I am satisfied that together, these actions contravened bylaw 3.1(c), as they were contrary to the strata community’s moral standards. I find the strata properly followed SPA section 135’s requirements before imposing the \$200 fine for this contravention. So, I find this fine is valid.
32. Next, the strata imposed 3 separate fines relating to emails Mr. Vestergaard sent to the strata on October 21, 2021. For the first fine, the strata said that Mr. Vestergaard called another resident “idiot” and “weirdo”, and also demanded to know why IK allegedly “ripped off” their cousin. For the second fine, the strata said Mr. Vestergaard made an unfounded accusation that the strata stole \$250 of his property. Finally, for the third fine, the strata said that Mr. Vestergaard made an unfounded allegation against IK, saying that they control the strata council and reiterating the allegation that IK ripped off their cousin. The emails in evidence show that Mr. Vestergaard did call PA an “idiot” and “weirdo”, and alleged theft by the strata and that IK ripped off their cousin. However, for the reasons that follow, I find the strata is entitled to only \$200 for a single contravention of bylaw 3.1(c).
33. First, I find that the strata did not follow SPA section 135’s requirements before imposing the fine for \$250 theft allegation. Although the strata’s August 3 letter referred to Mr. Vestergaard sending the strata multiple emails on October 21, 2021, it did not give particulars of this alleged contravention in this email. Instead, it referred only to Mr. Vestergaard alleging that IK ripped off their cousin, and that he referred to PA as an “idiot”. So, I find this fine invalid. I also find that Mr. Vestergaard’s allegation that IK ripped off their cousin is not on its own a bylaw contravention. However, I find his repeated allegations against IK, along with using slurs to refer to other residents, together constitute a breach of bylaw 3.1(c). So, I find the strata is entitled to only \$200 fines for these acts.

34. Next, the strata fined Mr. Vestergaard 4 times for breaching bylaws 3.1 and 41 in emails he sent to the strata's lawyer on June 6, 2022. First, the strata fined Mr. Vestergaard \$200 for calling another resident slurs. Next, the strata fined Mr. Vestergaard for accusing MC of sabotage. The strata further fined him for calling MC "crazy" and asking the strata to fire MC. Finally, the strata fined Mr. Vestergaard for repeatedly insulting another resident's height.
35. These incidents occurred in a chain of incoherent emails Mr. Vestergaard sent to the strata's lawyer between 2:45 and 4:20 in the morning on June 6. I am not satisfied that Mr. Vestergaard accusing MC of sabotage or asking for MC to be fired constitute a bylaw breach on their own. Further, while Mr. Vestergaard did make unwelcome remarks and slurs about some residents and the building manager, the remarks were not made directly to those individuals, but rather to the strata's lawyer. Reading the June 6 emails together, I find that this was an incident of targeted nuisance behaviour, contrary to bylaw 41(1)(c), entitling the strata to fine Mr. Vestergaard \$200 in total.
36. Next, the strata fined Mr. Vestergaard \$200 for the incident in the parking area with IK. In his written argument, Mr. Vestergaard says that it was IK who yelled at him, asking him not to speak to their grandson. Mr. Vestergaard says that he asked the strata to see the camera footage, but "hundreds of cameras broke that day and they have no records of a repair."
37. The strata did not address Mr. Vestergaard's allegations about the camera footage and there is no video of this incident in evidence. Notably, the strata also did not provide any evidence from IK setting out their version of the June 6 incident. So, the evidence before me about what exactly happened between Mr. Vestergaard and IK on June 6 is vague. As noted above, the burden is on the strata to prove its claims. I find it has failed to prove that any bylaw breach took place in the parking area on June 6 as alleged. So, I find the strata is not entitled to the \$200 fine for this incident.

38. Finally, the strata fined Mr. Vestergaard \$400 in total for slurs he used in multiple emails on June 14, 2022. From the emails in evidence, I have found only 1 email from this date from Mr. Vestergaard to the strata's lawyer that contains the slurs set out in the strata's August 3 and September 12 letters. The language in this email is offensive, and I find it is in clear breach of bylaw 41(1)(e). I find the email itself constitutes one bylaw contravention, which the strata properly gave notice of in accordance with SPA section 135. So, I find the strata is entitled to impose a \$200 fine for this contravention.
39. In total, I find Mr. Vestergaard owes the strata \$800 in bylaw contravention fines. I find the remaining \$1,400 in fines are not valid.
40. As noted above, SPA section 131(1) says that if a strata corporation fines a tenant, the strata may collect the fine from the tenant, landlord, or strata lot owner.
41. Mr. Chan argues that the strata never issued him an invoice for the fines, so they are invalid. However, there is no requirement under the SPA for the strata to issue such an invoice. Rather, I find the strata is entitled to collect the \$800 in fines under SPA section 131 from both Mr. Vestergaard and Mr. Chan, but it may not collect a total amount that is greater than the \$800 ordered. So, I find Mr. Vestergaard and Mr. Chan are jointly and severally liable to the strata for the \$800 in fines.
42. I turn now to the strata's claim for reimbursement of its legal expenses.

The strata's claim for legal expenses

43. In the Dispute Notice for ST-2023-001810, the strata claims \$9,220.96 in legal expenses that it says it incurred up to December 31, 2022 to enforce its bylaws against Mr. Vestergaard. In its written argument, the strata says its legal expenses to date are \$15,439.10 and claims this updated amount. I find it is procedurally fair to consider whether Mr. Vestergaard and Mr. Chan must reimburse the full \$15,439.10. Although part of this amount was not included in the Dispute Notice, both Mr. Vestergaard and Mr. Chan had notice of the increased legal expense

claim, and an opportunity to respond to it. I note nothing turns on this given my findings below.

44. The strata's claimed \$15,439.10 in legal expenses is for work its lawyers did between February 15, 2023 and June 28, 2024, the details of which are set out in 11 invoices. Each invoice says that it is issued in relation to "Fine Collection Action in the CRT". Based on this description, and the description of the individual charges set out in the invoices, I find the legal expenses the strata seeks reimbursement for are those it incurred in its attempt to collect the bylaw fines it assessed against Mr. Vestergaard on September 12, 2022.
45. The strata says it is entitled to reimbursement for the legal expenses it incurred to enforce its bylaws against Mr. Vestergaard based on SPA section 133(2). This section allows a strata corporation to be reimbursed for the reasonable costs of remedying a bylaw contravention in certain situations.
46. SPA section 129 sets out 3 ways in which a strata corporation may enforce a bylaw. These include imposing a fine under section 130, remedying a contravention under section 133, or denying access to a recreational facility under section 134. SPA section 133(1) says that a strata corporation may do what is reasonably necessary to remedy a contravention of its bylaws including doing work on a strata lot or common property and removing objects from common property. If the strata incurs costs to remedy a contravention under section 133(1), it can require the reasonable costs of remedying the contravention be paid by the person who can be fined for the contravention under SPA section 130.
47. CLE BC's British Columbia Strata Property Manual discusses the recovery of legal costs under SPA section 133 at §11.52. It suggests that a strata corporation can only recover legal costs under SPA section 133(2) where it has decided to remedy a contravention under section 133(1) instead of issuing a fine under SPA section 130.
48. The strata did not refer to any court or CRT decisions where reimbursement for legal costs incurred for collecting bylaw contravention fines was allowed under SPA section 133(2). I am aware of two CRT decisions that considered this.

49. The first is *Nadeau v. The Owners, Strata Plan VIS 6635*, 2022 BCCRT 511. In *Nadeau*, a CRT vice chair summarized court decisions on reimbursement of legal expenses under SPA section 133 (see paragraphs 28 to 39). The vice chair concluded that courts have determined that SPA section 133(2) allows a strata corporation to recover its actual reasonable legal costs to remedy or attempt to remedy a bylaw contravention. The vice chair also found the CRT has discretion to determine what legal fees are reasonable based on the circumstances of the dispute, including proportionality. In *Nadeau*, the vice chair ultimately dismissed the strata corporation's request for reimbursement of its legal expenses under SPA section 133 due to the strata's failure to comply with SPA section 135's requirements.
50. The second is *Stehle v. The Owners, Strata Plan KAS 2617*, 2023 BCCRT 935. Relying on the vice chair's reasoning in *Nadeau* and my decision in *The Owners, Strata Plan BCS2438 v. Graham*, 2022 BCCRT 904, the CRT member in *Stehle* found that a strata corporation may be entitled to reimbursement of legal fees under SPA section 133(2) when it enforces its bylaws using fines. Though the *Stehle* decision referred to *Graham*, in *Graham*, I awarded the strata corporation reimbursement for its legal expenses for bylaw enforcement based on a specific bylaw that authorized the reimbursement, not under SPA section 133(2).
51. The decisions in *Nadeau* nor *Stehle* do not explain the rationale for expanding the reimbursement available under SPA section 133(2) to legal expenses incurred to collect bylaw fines. In *Kok v. Strata Plan LMS 463 (Owners)*, 1999 CanLII 6382 (BS SC), while considering the *Condominium Act* that preceded the SPA, the court said at paragraph 55 that "the imposition of fines does not serve to correct, remedy or cure violations of [b]ylaws". I find the same reasoning applies to fines under the SPA. Based on the court's reasoning in *Kok*, I find the legal expenses the strata seeks to recover here are not for the cost of remedying a bylaw contravention. Rather these legal expenses are related to the strata's decision to impose fines under SPA section 130 and its steps to collect those fines.

52. SPA section 133(2) does not mention fines, but instead mirrors the language of remedying a contravention as that phrase is used in 133(1). So, I find SPA section 133(2) does not apply to the reasonable costs a strata corporation incurs in enforcing its bylaws when imposing and collecting fines. There is also no comparable language to section 133(2) in SPA section 130 that contemplates reimbursement for reasonable costs incurred in relation to fines. As a result, I am not satisfied the SPA allows for recovery of legal costs incurred to collect bylaw fines. So, I dismiss the strata's claim for reimbursement of its legal expenses under SPA section 133(2).
53. Further, the strata correctly notes in its written argument that the CRT has previously allowed reimbursement of legal fees where such recovery was specifically authorized under a strata corporation's bylaws. However, the strata did not refer to any applicable bylaw here, and I find that none exists. So, to the extent the strata seeks reimbursement for its legal expenses under a bylaw, I dismiss this part of its claim as well.
54. I turn now to Mr. Chan's counterclaim for reimbursement of his legal expenses.

Mr. Chan's counterclaim

55. As noted above, Mr. Chan claims reimbursement for the \$9,607.93 legal costs he incurred when he tried to evict Mr. Vestergaard at the strata's request. Mr. Chan says that the strata demanded he evict Mr. Vestergaard, who then successfully disputed the eviction notice with the Residential Tenancy Branch. He says that the strata agreed to pay its own lawyer, PM, to assist him with the eviction and hearing. Mr. Chan says he decided to hire a "more qualified" lawyer and understood that the strata would pay for his lawyer's fees.
56. In support of his counterclaim, Mr. Chan relies on the minutes from the strata's October 2, 2020 annual general meeting (AGM). At this AGM, the strata passed a resolution to raise a \$50,000 special levy to pay for the costs of starting legal proceedings against Mr. Chan and Mr. Vestergaard to evict Mr. Vestergaard or remove his dog (who was involved in some of the previous bylaw contraventions)

from the premises. Mr. Chan says the strata raised the \$50,000 for him, and he should be reimbursed from the special levy. However, the minutes clearly state that the strata raised the \$50,000 to start legal proceedings *against* Mr. Chan and Mr. Vestergaard.

57. Further, to the extent Mr. Chan argues he had an oral agreement with the strata for reimbursement of his legal expenses to evict Mr. Vestergaard, I find this unproven. I agree with the strata that there is nothing in the emails Mr. Chan relies on that suggests there was any agreement for the strata to pay his legal costs. Rather, if there was any agreement, it was for the strata's lawyer to provide Mr. Chan assistance and information if needed. The emails in evidence show no evidence of any agreement for reimbursement.
58. I also find there is no SPA provision or strata bylaw under which Mr. Chan can claim this reimbursement. While it is clear that the strata requested that Mr. Chan take steps to evict Mr. Vestergaard, the choice to hire a lawyer to deal with the matter was Mr. Chan's. I find no basis on which to order the strata to reimburse Mr. Chan for his incurred legal costs and I dismiss Mr. Chan's counterclaim as a result.

CRT FEES, EXPENSES AND INTEREST

59. 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. As the strata was partially successful, I find it is entitled to reimbursement of \$112.50 for half its paid CRT fees. The strata did not claim any dispute-related expenses. Mr. Vestergaard did not pay any fees or claim any dispute-related expenses. Since Mr. Chan was unsuccessful, he is not entitled to any reimbursement.
60. The *Court Order Interest Act* applies to the CRT. The strata is entitled to prejudgment interest on the \$800 in fines from September 12, 2022, the date it levied the fines, to the date of this decision. This equals \$83.59.

61. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Mr. Chan.

ORDERS

62. Within 30 days of the date of this decision, I order that Mr. Chan and Mr. Vestergaard must, jointly and severally, pay the strata a total of \$996.09, broken down as follows:

- a. \$800 in bylaw fines,
- b. \$83.59 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$112.50 in CRT fees.

63. The strata is also entitled to post-judgment interest, as applicable.

64. I dismiss the strata's remaining claims in dispute ST-2023-001810 and Mr. Chan's counterclaim in dispute ST-2024-002690.

65. 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.

Nav Shukla, Tribunal Member