



Civil Resolution Tribunal

Date Issued: May 26, 2025

File: ST-2023-007919

Type: Strata

Civil Resolution Tribunal

Indexed as: *Dai v. The Owners, Strata Plan BCS4488*, 2025 BCCRT 688

B E T W E E N :

YUANGANG DAI

APPLICANT

A N D :

The Owners, Strata Plan BCS4488

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

David Jiang

INTRODUCTION

1. This dispute is about a chargeback for plumbing work. The applicant, Yuangang Dai, owns and lives in strata lot 107 (SL107) in the respondent strata corporation, The Owners, Strata Plan BCS4488 (strata). Mr. Dai says the strata wrongfully charged back the repairs costs to SL107's account. He claims \$6,000. It is undisputed that Mr. Dai has not actually paid the chargeback.

2. The strata disagrees. It says Mr. Dai caused the strata's common property pipes to clog by flushing cat litter down his toilet. It says Mr. Dai is therefore responsible for the chargeback. It equals \$5,297.25, which I note is less than Mr. Dai's claim amount.
3. A family member represents Mr. Dai. A strata council member represents the strata.
4. For the reasons that follow, I find Mr. Dai has proven his claim.

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 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.
7. 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.

Mr. Dai's Requested Remedy

8. As noted earlier, Mr. Dai claims \$6,000. I find that this would be the appropriate remedy if he had paid a chargeback of \$6,000 to the strata. However, the evidence and submissions show the chargeback is actually \$5,297.25, and Mr. Dai did not pay this at all. So, I find the requested remedy is inappropriate in the circumstances.

9. That said, Mr. Dai also says in the Dispute Notice that he disagrees with a plumbing invoice. I find this is a reference to the June 6, 2023 plumbing invoice discussed below. So, I find Mr. Dai essentially seeks an order for the strata to reverse the chargeback on SL107's account about the invoice for plumbing repairs.
10. The CRT's mandate under CRTA section 2(2) includes providing dispute resolution services in a manner that (a) is accessible, speedy, economical, informal, and flexible, and (b) applies principles of law and fairness, and recognizes any relationships between parties that will likely continue after the CRT proceeding is concluded.
11. The parties fully argued the issue of whether strata was entitled to charge back the plumbing repairs at issue. They both provided evidence and submissions about this. So, I find it would be consistent with the CRT's mandate and procedurally fair to continue on as if Mr. Dai had sought the appropriate remedy. As noted above, that is an order to reverse the chargeback from SL107's account.

ISSUE

12. The issue in this dispute is whether the strata must reverse the chargeback for plumbing repairs.

BACKGROUND, EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, the applicant Mr. Dai must prove his claims on a balance of probabilities (meaning more likely than not). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.
14. The background facts are undisputed except where noted. A title search shows Mr. Dai became SL107's owner in November 2015. The strata filed a complete set of bylaws on April 5, 2019, in the Land Title Office. There are some filed amendments. In particular, the strata repealed and replaced bylaw 46 in February 2023. The

strata relies on bylaw 46 to charge back the plumbing costs at issue. I discuss this bylaw below.

15. An invoice shows that in January 2023, the strata hired a company to flush its kitchen horizontal drains. This removed food debris and grease from the pipes. No one detected cat litter in the pipes at the time.
16. The strata plan shows that SL107 is located on the second floor above strata lot 89 (SL89). The building has 4 floors. On the evening of May 28, 2023, SL89's occupant visited SL107. They complained to Mr. Dai that the SL89 toilet was clogged. Photos show a substantial amount of waste backed up out of SL89's bathtub drain and toilet.
17. SL89's occupant asked if Mr. Dai's toilet was clogged as well. Mr. Dai said his toilet still worked. He agreed to temporarily refrain from using it to avoid causing further backflow in SL89.
18. The strata hired a plumber on June 6, 2023. The plumber's invoice and work order show that the plumber went to the strata's parkade and found the bathroom grouping (set of plumbing fixtures). It then opened the wye fitting (a y-shaped plumbing fitting) and found cat litter and wood chips. It pulled out some of the debris using 2 cables. It returned the next day and opened another wye to remove the remaining cat litter. This fixed the plumbing issues. The plumber charged \$5,297.25 for the work.
19. On June 15, 2023, the strata sent a letter to Mr. Dai. It attached a copy of the plumber's invoice and said Mr. Dai was responsible for it under bylaw 46. I give its wording below.
20. The strata also sent a second letter on the same date alleging that Mr. Dai had breached bylaws 3, 43, and 46. Bylaw 3 is about use of property. Bylaw 43 is about owner responsibility for pets and animals. Ultimately the strata declined to pursue fining Mr. Dai as shown in the strata's July 26, 2023 letter.

21. The June 20, 2023 strata council meeting minutes show that the strata council reviewed the plumber's report and determined that the backup likely came from a resident using the same plumbing stack flushing cat litter down the toilet. It decided Mr. Dai was responsible.
22. Mr. Dai requested a hearing that the strata held on July 18, 2023.
23. On July 20, 2023, the strata's building manager emailed the strata. They said they had visited all other strata lots using the same plumbing stack to see if they currently or previously had any cats. Of the 4 strata lots, only Mr. Dai of SL107 had ever had a cat, and he still had one now.
24. On July 20, 2023, the strata sent Mr. Dai a letter refusing to reverse the chargeback.

Must the strata reverse the chargeback for plumbing repairs?

25. Mr. Dai bears the burden of proof. That said, the strata must fulfill certain requirements to properly charge back an expense. So, I must consider whether the strata met those requirements.
26. 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.
27. The strata relies on bylaw 46. Bylaw 46(1) says in part that an owner will indemnify and save harmless the strata from the expense of any maintenance, repair or replacement rendered necessary to the common property for which the owner is responsible.
28. Bylaw 46(5) allows the strata to add such expenses to an owner's strata lot account.
29. Bylaw 46 has other provisions about insurance and insurance deductibles. These are not relevant as the strata did not make an insurance claim.

30. The strata says that the cat litter blockage affected common property pipes. I accept this is the case, particularly since the plumber conducted repairs in the parkade instead of only in a strata lot. I am satisfied that bylaw 46 allows the strata to charge back the plumbing repairs if Mr. Dai was responsible for the blockage described earlier. The bylaws do not require Mr. Dai to be negligent, though I find flushing cat litter down a toilet would be negligent in any event, being in breach of the standard of reasonableness.
31. The question then is whether Mr. Dai is responsible for the blockage, for example by causing it with his actions. The strata says the following. The plumber determined that the connected plumbing stack used by both SL107 and 89 was blocked. The plumber concluded that Mr. Dai must have disposed of cat litter using SL107's toilet, causing the blockage. Consistent with this, Mr. Dai is the only cat owner whose strata lot uses the clogged pipe in question.
32. Mr. Dai denies pouring cat litter down his toilet. He says he has been a cat owner for 7 years. He says he knows better than to pour cat litter down the toilet. He provided a video of someone, presumably himself, properly disposing of used cat litter in a trash can. He suggests that another person is secretly housing a cat in the strata, and they flushed the cat litter down their toilet.
33. Mr. Dai owns a cat, so I agree he is logically a candidate for the source of the cat litter. I agree with the strata that Mr. Dai would be responsible for the chargeback if the strata's submissions about the plumber's evidence were correct. However, I find the strata's submissions do not accurately describe the comments in the plumber's invoice and work order. They do not say that SL107 and SL89 use the same connected plumbing stack. They do not mention Mr. Dai or SL107, or how SL107's plumbing affects SL89. They do not comment on the cat litter's origin.
34. The strata's submissions suggest that the plumber verbally reported to the strata that Mr. Dai was responsible. I find this is hearsay. The CRT may consider hearsay under CRTA section 42. However, I decline to do so here because it is about the

central issue in this dispute and the hearsay statements are not supported by the documentary evidence from the same source.

35. The building manager commented in their July 20, 2023 email that 4 strata lots shared the same plumbing stack, including SL 89 and 107. However, I do not find this assertion sufficient to prove that the 4 strata lots listed in the email are the only possible origins of the cat litter. The strata plan shows many more strata lots in the building than those 4. There is essentially no documentary evidence that explains how the pipes between SL107, SL89, or other strata lots, connect or interact. There is no expert evidence about the building's plumbing system. I therefore put less weight on the fact that only Mr. Dai owns a cat out of the 4 strata lots the building manager queried.
36. Mr. Dai did not provide any evidence about the strata's plumbing. However, as noted earlier, the strata must show it imposed the chargeback validly even though it is not the applicant.
37. Given the above, I order the strata to immediately reverse the \$5,297.25 chargeback on SL107's account about the June 6, 2023 invoice for plumbing repairs.

CRT FEES AND EXPENSES

38. 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. I order the strata to reimburse Mr. Dai \$225 in CRT fees.
39. The strata also claims \$4,146 for legal fees. As the strata was unsuccessful, I dismiss this claim for reimbursement.
40. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Dai.

ORDER

41. I order the strata to immediately reverse the \$5,297.25 chargeback on SL107's account about the June 6, 2023 invoice for plumbing repairs.
42. Within 30 days of the date of this decision and order, I order the strata to reimburse Mr. Dai \$225 in CRT fees.
43. Mr. Dai is entitled to post-judgment interest, as applicable.
44. I dismiss the strata's claim for reimbursement of legal fees.
45. 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.

David Jiang, Tribunal Member