



Civil Resolution Tribunal

Date Issued: June 9, 2025

File: ST-2023-009383

Type: Strata

Civil Resolution Tribunal

Indexed as: *Ralph v. The Owners, Strata Plan 495*, 2025 BCCRT 780

B E T W E E N :

COLIN RALPH

APPLICANT

A N D :

The Owners, Strata Plan 495

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. Colin Ralph owes strata lot 14, also known as unit 305, in The Owners, Strata Plan 495 (strata). On January 8, 2023, Mr. Ralph discovered water on his ensuite bathroom's floor. The same day, two strata lots below him reported water leaking from their ensuite bathroom ceiling fan. The strata concluded that the leak came from unit 305's toilet and imposed a chargeback to Mr. Ralph's strata account for

expenses it incurred due to the leak. Mr. Ralph says the strata was wrong to do so. He seeks an order that the strata stop invoicing him and threatening to collect the chargeback amount from him. In the Dispute Notice, Mr. Ralph gave a \$1,451.78 monetary value for this requested remedy, which I discuss further below. Mr. Ralph is self-represented.

2. The strata maintains that the expenses it incurred are Mr. Ralph's responsibility because the leak originated in unit 305. A strata council member represents the strata.

JURISDICTION AND PROCEDURE

3. 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.
4. 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. 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 therefore decided to hear this dispute through written submissions.
5. 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.

6. 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.
7. As noted above, Mr. Ralph's requested remedy includes a \$1,451.78 monetary value. This is the amount of On Side Restoration's (On Side) January 26, 2023 emergency invoice and Gary Muir Plumbing Services Inc.'s (Gary Muir) January 17, 2023 invoice for investigating the January 8 leak's cause. Mr. Ralph has not paid either of these invoices. The strata has paid them and charged one, or both, to Mr. Ralph's strata account. As Mr. Ralph has not paid anything to the strata in relation to the January 8 leak, to the extent he seeks a monetary remedy, I find it is inappropriate.
8. The Dispute Notice says Mr. Ralph wants the strata to stop invoicing him and stop threatening to collect the chargeback amount from him. I find Mr. Ralph essentially argues that he was not responsible for the January 8 leak and the strata should remove the chargeback from his strata lot account. If he is successful in proving the chargeback should be removed, it would follow that the strata would stop invoicing and threatening collection against him.

ISSUE

9. The issue in this dispute is whether the strata must remove the chargeback relating to the January 8 water leak from Mr. Ralph's strata account.

EVIDENCE AND ANALYSIS

10. As the applicant in this civil proceeding, Mr. Ralph 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.

Background

11. The strata consists of 26 residential strata lots in one four-storey building. Mr. Ralph owns unit 305, which is on the third floor.
12. On October 23, 2017, the strata filed a set of consolidated bylaws with the Land Title Office. These are the bylaws that apply to this dispute. The strata later filed some bylaw amendments that I find are not relevant here.
13. As noted, on January 8, 2023, Mr. Ralph found water on his ensuite bathroom's floor in front of the toilet. The same day, unit 205, directly below unit 305, and unit 104, directly below unit 205, both reported water leaking through their ensuite bathroom fan.
14. The strata called On Side to attend to address the water leaks the following day. The strata says On Side tested the walls, ceiling, and floors in the affected units' ensuite bathrooms. The documents in evidence do not say what On Side found. However, the strata says that On Side found no evidence of moisture in unit 305 but there was moisture in units 205 and 104's ceilings and walls. On Side brought in fans to dry out the affected areas in units 205 and 104. It then sent the strata its \$1,295.33 emergency invoice for this work.
15. On January 16, Gary Muir attended to investigate the leak's cause. Gary Muir's invoice says that the strata told it that water from unit 305's ensuite bathroom leaked into the unit below. The invoice further says that everything was dry and there were no active leaks. Gary Muir noted it was unable to determine the leak's cause. It charged the strata \$156.45 for this work.
16. The strata paid Gary Muir's invoice, and later also paid On Side's invoice. However, on June 19, 2023, the strata's property manager, RA, told Mr. Ralph that it was going to charge On Side's emergency invoice back to him. Mr. Ralph took issue with this, noting that Gary Muir was unable to find the leak's cause, so it was unclear where the water came from.

17. On August 16, 2023, RA emailed Mr. Ralph that the strata council's investigation on January 8 led back to unit 305, and that Mr. Ralph had admitted to the strata council president, HH, that his toilet had overflowed. RA told Mr. Ralph that he was responsible for On Side's emergency invoice and Gary Muir's plumbing invoice.
18. Mr. Ralph requested a hearing with the strata council to dispute the strata's decision. The hearing took place in early October 2023. In an October 12 email, the strata council told Mr. Ralph that he remained responsible for On Side's emergency invoice. I infer a chargeback remains on Mr. Ralph's strata account for this invoice. It is unclear if the chargeback includes Gary Muir's invoice.

Must the strata remove the chargeback?

19. As noted above, Mr. Ralph bears the burden of proof. However, the strata must fulfill certain requirements to properly chargeback an expense. So, I must consider whether the strata met those requirements.
20. The CRT has consistently found there are three ways a strata corporation can hold an owner responsible for costs it incurs to repair a strata lot:
- a. The owner agreed to pay them.
 - b. The owner was responsible under the *Strata Property Act* (SPA) or the strata corporation's bylaws.
 - c. The owner was negligent.¹
21. There is no suggestion that Mr. Ralph agreed to pay for any costs the strata incurred in relation to the January 8 leak. The strata also does not allege negligence, and I find that the evidence before me about the leak does not establish that Mr. Ralph did or failed to do anything to cause it.
22. So, I will consider whether Mr. Ralph is responsible for the expenses under the SPA or the strata's bylaws. There are two ways an owner can be responsible for repair or

¹ See, for example, *Gut v. The Owners, Strata Plan NW1799*, 2024 BCCRT 1066, *Lee v. The Owners, Strata Plan LMS3463*, 2024 BCCRT 517, and *The Owners, Strata Plan K 407 v. Kelly*, 2019 BCCRT 789.

remediation costs based on the SPA and strata bylaws. The first is under SPA section 133 where the owner breaches a bylaw, and that breach causes damage. Here, the strata does not allege Mr. Ralph breached a strata bylaw, so I find SPA section 133 does not apply.

23. The second way is where a strata corporation passes a bylaw that specifically requires an owner to indemnify the strata for repair costs when the owner damages common property or a strata lot. Though the strata did not rely on any specific bylaws, I find bylaws 34(6), (7) and (8) may apply.
24. The relevant parts of these bylaws say as follows. Bylaw 34(6) says that an owner must reimburse the strata for maintenance or repair costs, plus any losses or damages to an owner's strata lot, if the owner is responsible for the loss or damage. Bylaw 34(7) clarifies that an owner is "responsible", even if they are not negligent. Bylaw 34(8) says that without restricting the generality of the above bylaws, an owner is responsible for any water escape damage from that owner's strata lot, including but not limited to water escaping from a toilet, among other things.
25. The strata argues that Mr. Ralph is responsible for the expenses it incurred due to the January 8 leaks in units 205 and 104 because the water leak originated in unit 305, specifically, from the ensuite bathroom toilet overflowing. In support, it relies on a January 8 email HH sent other strata council members. In this email, HH said that that she had called Mr. Ralph who told her that the toilet in his ensuite bathroom had overflowed.
26. Mr. Ralph denies this and says that he only suggested that the toilet might have overflowed, but that he also suggested the leak could have come from pipes in the walls. He says the strata's own plumber, Gary Muir, was unable to determine the leak's cause. So, Mr. Ralph says the strata has improperly found him responsible for On Side's emergency invoice and Gary Muir's invoice.
27. I agree. The only evidence the strata has in support of its allegation that the water leak originated in unit 305 is HH's alleged conversation with Mr. Ralph, which he denies. The strata appears to argue that it ruled out all other potential sources for

the water leak, so the leak must have been from unit 305's ensuite bathroom's toilet. The trouble with the strata's argument is that the documentary evidence before me does not show what steps Gary Muir or On Side took to search for the leak's source. Further, Gary Muir's invoice clearly notes that the plumber was unable to determine what caused the leak. I find that if Gary Muir's conclusion was that the leak must have come from unit 305's toilet because it ruled out all other potential causes, it would have indicated this in its invoice instead of saying that it was unable to determine the leak's source.

28. On balance, I am not satisfied that the evidence shows on a balance of probabilities that the water leak originated in unit 305. Accordingly, I find Mr. Ralph is not responsible for the expenses the strata incurred in relation to the leaks in units 205 and 104 on January 8. I order the strata to remove any chargebacks placed on Mr. Ralph's strata lot account in relation to the January 8 leaks.

CRT FEES AND EXPENSES

29. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Mr. Ralph was successful, he is entitled to \$225 for his paid CRT fees. Neither party claims any dispute-related expenses, so I order none.
30. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Mr. Ralph.

ORDERS

31. I order the strata to immediately reverse any chargebacks on Mr. Ralph's strata account relating to the January 8, 2023 water leaks.
32. Within 14 days of the date of this decision, I order the strata to reimburse Mr. Ralph \$225 in CRT fees.

33. Mr. Ralph is entitled to post-judgment interest, as applicable.
34. This is a validated decision and order. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Nav Shukla, Tribunal Member