



Civil Resolution Tribunal

Date Issued: June 9, 2025

Files: ST-2024-004284
and ST-2024-004530

Type: Strata

Civil Resolution Tribunal

Indexed as: *Gillespie v. The Owners, Strata Plan EPS 6388*, 2025 BCCRT 781

B E T W E E N :

WILLIAM GILLESPIE

APPLICANT

A N D :

The Owners, Strata Plan EPS 6388

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute involves 2 linked disputes about disclosure of records and documents and alleged inaccurate accounting. The applicant and respondent are the same in both disputes, so I have issued a single decision.
2. The applicant, William “Bill” Gillespie, co-owns strata lot 141 (SL141) in the respondent strata corporation, The Owners, Strata Plan EPS 6388 (strata). Mr.

Gillespie is self-represented. The strata is represented by the strata council member.

3. In ST-2024-004284, Mr. Gillespie says they requested records and documents about strata owners, tenants and council members in December 2023, as permitted under the *Strata Property Act* (SPA) section 36. They allege the strata failed to provide contact telephone numbers for 2 council members. Mr. Gillespie seeks an order that the strata provide the missing contact information for the 2 council members.
4. The strata acknowledges Mr. Gillespie's December 2023 request for records and documents and says it provided the requested information on December 21, 2023. The strata says it has provided all requested information for the 2 council members in compliance with the SPA. It asks that Mr. Gillespie's claims be dismissed.
5. In ST-2024-004530, Mr. Gillespie says the strata, through its strata manager, has not accurately accounted for strata fee and other payments they made that relate to SL141. They also say the strata improperly commenced a collection proceeding in the BC Supreme Court (BCSC) under SPA sections 116, 117 and 118 for an outstanding amount it alleges he owes. Mr. Gillespie calculates that he overpaid strata fees by \$64.04.
6. Mr. Gillespie seeks an order that the strata provide them with an accurate monthly account statement showing all activity for SL141 for each month they have owned or own SL141. They value their claim at \$2,437.16, although it is unclear how they arrived at this amount.
7. In submissions, Mr. Gillespie also seeks orders that the strata:
 - a. Pay them \$64.04 for their calculated overpayment, and
 - b. Pay them \$15,000.00 to cover their legal costs associated with the strata's BCSC collection action.
8. The strata confirms it filed a lien against SL141 under SPA section 117, and that it also started collection proceedings in the BCSC. It says that the matter will be

resolved by the BCSC, and that the CRT does not have jurisdiction for matters involving SPA section 117. The strata asks that the CRT refuse to resolve Mr. Gillespie's claims.

9. As explained below, I dismiss Mr. Gillespie's claims in ST-2024-004284. I dismiss his claim for legal fees in ST-2024-004530 and I refuse to resolve his remaining claims.

JURISDICTION AND PROCEDURE

10. 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.
11. Under CRTA section 11, the CRT may refuse to resolve a claim or dispute within its jurisdiction if it determines the claim or dispute would be more appropriate for another legally binding process or dispute resolution process.
12. 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. I find I am properly able to assess and weigh the documentary evidence and submissions before me. I am satisfied an oral hearing is not necessary in the interests of justice. I therefore decided to hear this dispute through written submissions.
13. 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.
14. Under CRTA section 61, the CRT may make any order or give any direction in relation to a tribunal proceeding it thinks necessary to achieve the objects of the

tribunal in accordance with its mandate. In particular, the CRT may make such an order on its own initiative, on request by a party, or on recommendation by a case manager. CRT documents in ST-2024-004284 incorrectly show the name of the respondent as EPS 6388, whereas, based on section 2 of the SPA, the correct legal name of the strata is The Owners, Strata Plan EPS 6388. Given the parties operated on the basis that the correct name of the strata was used in their documents and submissions, I have exercised my discretion under section 61 to direct the use of the strata's correct legal name in these proceedings. Accordingly, I have amended the style of cause above.

ISSUES

15. Mr. Gillespie initially said the 2 council members did not have authority to serve on the strata council. In submissions, however, Mr. Gillespie acknowledged that the strata resolved the alleged issue, so I will not address that matter further.
16. The issues in this dispute are:
 - a. Has the strata met its obligation to provide contact information for the 2 council members?
 - b. Does the CRT have jurisdiction to resolve Mr. Gillespie's claims about money owed to the strata and, if so, what is an appropriate remedy?

BACKGROUND, EVIDENCE AND ANALYSIS

17. As applicant in a civil proceeding such as this, Mr. Gillespie must prove their claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to information I find relevant to explain my decision.
18. The strata plan shows the strata was created in March 2021 under the SPA. There are a total of 150 apartment-style strata lots located in two 6-storey buildings. Mr. Gillespie purchased SL141 on August 28, 2023.
19. I have reviewed the strata's bylaws and find there are no relevant bylaws.

ST-2024-004284 additional council member contact information and hearing

20. Among other things, SPA section 35(1) requires the strata to prepare and keep a list of council members, owners, tenants, and any other records required by the *Strata Property Regulation* (Regulation). Regulation section 4.1(1) requires to strata to prepare a record of each council member's telephone number or "another method by which the council member may be contacted at short notice, as long as that method is not prohibited by the bylaws". The bylaws are silent on ways to contact council members.
21. SPA section 36 requires the strata to make section 35(1) records and documents available for inspection or provide copies to an owner within 2 weeks of the request date.
22. Mr. Gillespie requested a list of council members, owners, and tenants on December 2, 2023. On December 8, 2023, Mr. Gillespie requested a council hearing. The strata manager emailed the records to Mr. Gillespie on December 21, 2023. The next day, Mr. Gillespie acknowledged receipt of the requested lists and also noted that council member phone numbers or other method of contacting the council members was not provided. None of this is disputed.
23. I note that Mr. Gillespie's December 22, 2023, correspondence did not expressly request the council members' contact details, but it did "extend" their original request by 2 weeks. The strata did not respond. On January 30, 2024, Mr. Gillespie emailed the strata to say that the strata had not responded to their December 22, 2023 correspondence. They asked for response failing which they stated they would start a CRT proceeding.
24. The strata then invited Mr. Gillespie to attend virtual meetings on May 6, 2024, or June 12, 2024, which he declined. From Mr. Gillespie's replies, it appears they were unclear as to why the strata was inviting them to attend a meeting, but in submissions, they say the meeting request was related to the linked dispute. I find it unnecessary to resolve this issue because Mr. Gillespie does not seek any remedy for the strata's alleged failure to hold a council hearing.

25. Mr. Gillespie commenced this dispute on April 17, 2024. The strata says it provided an email address to reach the 2 strata council members at short notice in its Dispute Response, which is dated July 29, 2024. I find that was first date the strata provided Mr. Gillespie with a method of communicating with the council members. The strata says the single email address it provided for both council members satisfies the requirements of Regulation section 4.1(1) as a method by which the council members may be contacted at short notice.
26. While Mr. Gillespie cites the “BC Records Act”, I find they mean the SPA. They argue that the SPA does not permit a “generic” customer service number or email, so I find their view is that a contact email address cannot be the same for all council members.
27. The strata cites *Ha v. The Owners, Strata Plan BCS 3778*, 2020 BCCRT 589 to support its argument that the strata is not required to provide council members’ telephone numbers. I agree that *Ha* made this finding, and I agree with it. I say this because the wording of Regulation section 4.1(1) clearly establishes that council members’ telephone numbers are not the only method that can be used as a way to contact a council member at short notice.
28. However, *Ha* does not directly address whether generic email addresses will satisfy the legislative requirement. Nor have I been able to locate any case law or CRT decisions that are directly on point, so I turn to the principles of statutory interpretation. For the following reasons, I find the strata’s use of a generic email address to contact all of its strata council members meets the SPA and Regulation requirements.
29. The principles of statutory interpretation have been well considered by the Courts. They state that “the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act and the intention of Parliament”. See *Rizzo & Rizzo Shoes Ltd.*, [1998] 1 SCR 27 at paragraph 21.
30. The plain meaning approach to statutory interpretation says that if the meaning of legislative text is plain or clear then the court or CRT may not interpret it but must

simply apply it as written. If the text is ambiguous or vague, the court or CRT may resort to rules and techniques of statutory interpretation.

31. I find the plain meaning of Regulation section 4.1(1) is clear and unambiguous. It clearly allows methods other than telephone numbers to be used to contact council members as was found in *Ha*. The lack of specific alternate methods indicates the strata has broad discretion to determine an appropriate method. The only limitations on the method used is that it must not be contrary to the bylaws and that it must allow for contact “at short notice”.
32. The online version of the Merriam-Webster dictionary ([merriam-webster.com](https://www.merriam-webster.com)) includes a definition of the phrase “at short notice” to mean “without knowing very far ahead of time that something is going to happen”. I find the phrase is a relative term that does not have a fixed timeframe. I find it is likely similar to the phrase “in a short timeframe” but clearly does not mean “immediately”. I find communicating by email is similar to leaving a voice message, so I find on this basis, email is compliant with the SPA and Regulation.
33. I have also considered that other sections of SPA allow for communications by email. For example, sections 61 and 63, respectively permit email communications about notice given to a strata corporation or by a strata corporation. I find this aligns with the intent of the legislature. If the legislature wanted to exclude email addresses as a method to contact council members on short notice, I find it would have said so under the Regulation.
34. As for using the same email address for more than one council member, the same argument applies. That is, if the legislature intended different contact methods to be used for different council members, it would have said so. Further, I find if an owner wanted to contact a particular council member, they could direct the email to that council member, such as by including the member’s name in the email subject line.
35. Given my conclusions above, I find the strata has met its obligation to provide council member contact information under SPA section 36. Therefore, I dismiss Mr. Gillespie’s claims in ST-2023-004284.

ST-2023-004530 accounting and collection proceedings

36. As noted, Mr. Gillespie purchased SL141 on August 28, 2023.
37. The strata, through its strata manager, first wrote to Mr. Gillespie about alleged arrears on January 30, 2024. The letter stated SL141 owed \$1,346.89 in strata fees since September 2023. The parties exchanged correspondence between November 2023 and April 2024 disputing how much, if anything, Mr. Gillespie owed.
38. Mr. Gillespie filed their CRT application on April 24, 2024. The Dispute Notice was issued June 6, 2024.
39. The evidence shows that the strata's lawyer first wrote to Mr. Gillespie on May 22, 2024, advising that they owed \$2,794.54 as of May 1, 2024, for strata fees and a \$797.99 charge for "lien placement". The letter stated that should Mr. Gillespie not pay the outstanding amount or make acceptable repayment arrangements within 21 days, the strata may take legal action to recover the outstanding amount. I find it likely that the strata's lawyer was unaware of Mr. Gillespie's CRT application at the time of its May 2024 demand letter, given the Dispute Notice had not yet been issued.
40. Further correspondence was exchanged between Mr. Gillespie and the strata manager and strata's lawyer in May and June 2024 about the amount owing. The strata filed a lien against SL141 under SPA section 116 on June 26, 2024. The lien alleges the amount owing by SL141 as of June 1, 2024, was \$2,353.93 plus costs permitted under SPA section 118.
41. The strata filed a petition under SPA section 117 on June 26, 2024. The court documents confirm this.
42. With this background in mind, I turn to whether the CRT has jurisdiction to hear this dispute.
43. As noted, the strata says the CRT should refuse to resolve Mr. Gillespie's claims in favour of the BCSC collection proceeding. Mr. Gillespie says the CRT should hear their dispute. The parties agree, and I find, the CRT does not have jurisdiction over

liens filed under SPA section 117. This is clearly set out in CRTA section 122(1)(f). However, Mr. Gillespie says their claim is about the strata's accounting errors and practices, which is within the CRT's jurisdiction. I agree with Mr. Gillespie on that point. However, Mr. Gillespie further argues the strata's lien filing is also contrary to CRTA section 15. I reproduce that CRTA provision in its entirety.

15 (1) Subject to this Division, once a tribunal proceeding is started,

(a) a party to the tribunal proceeding may not commence, against another party to the tribunal proceeding, a court proceeding or other legally binding process in relation to an issue or claim that is to be resolved in the tribunal proceeding, and

(b) if a party has already commenced a process referred to in paragraph (a) against another party to the tribunal proceeding, the parties must adjourn or suspend the process while the tribunal proceeding is continuing.

(2) For certainty, except as otherwise provided in this Division, nothing in this section operates to prevent a person from commencing or continuing a legally binding process in respect of a claim until a tribunal proceeding respecting the claim is started.

44. In support of its argument that the CRT should refuse to resolve Mr. Gillespie's claims, the strata relies on *Corona v. The Owners, Strata Plan VR 1166*, 2022 BCCRT 1139. *Corona* is my decision where another tribunal member had issued a preliminary decision refusing to resolve the owner's claims about a strata corporation's filed lien, with which I agreed. Although the circumstances appear similar to those in this dispute, I find they are not the same. *Corona* does not identify when the lien was filed, but here, Mr. Gillespie correctly states the lien was filed after they started this dispute.

45. Although related, I find Mr. Gillespie's claim about inaccurate and irregular accounting is separate from the strata's lien claim before the BCSC under SPA section 117. "Claim" is defined under CRTA section 1(1) to include "any matter that

may be resolved by the tribunal”, which the strata’s lien claim before the BCSC is not. This means the BCSC matter is not captured by CRTA section 15, which in turn means section 15 does not prevent the strata from commencing its lien claim with the BCSC.

46. Based on a review of court records by CRT staff, the strata’s BCSC proceeding has not yet been heard. Since Mr. Gillespie’s claims are so closely related to the BCSC proceeding and only the BCSC can resolve that issue, I find it prudent to allow the BCSC to resolve the entirety of parties’ issues to avoid any duplication of proceedings. Put another way, it makes no practical sense for the CRT to determine the amount of arrears because the lien has already been filed, so the lien amount is now squarely before the BCSC.
47. For these reasons, I refuse to resolve Mr. Gillespie’s dispute under CRTA section 11(a)(i) because I find the BCSC is a more appropriate venue.

CRT FEES AND EXPENSES

48. 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. Mr. Gillespie paid \$350.00 in CRT fees for both disputes and the strata did not pay CRT fees. Since Mr. Gillespie was not successful, I make no order for payment of CRT fees.
49. The strata did not claim dispute-related expenses. Other than their claim of \$15,000.00 for legal fees relating to the lien proceedings, Mr. Gillespie did not claim dispute-related fees. Given Mr. Gillespie’s claim for legal fees relates to a claim for which I have no jurisdiction, I dismiss it.
50. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Gillespie.

DECISION

51. I dismiss Mr. Gillespie’s claims in ST-2024-004284.

52. In ST-2024-004530, I refuse to resolve Mr. Gillespie's claims about inaccurate and irregular accounting statements for SL141 and reimbursement of \$64.04. I dismiss their remaining claim for legal fees.

J. Garth Cambrey, Tribunal Member