



# Civil Resolution Tribunal

Date Issued: June 18, 2025

File: ST-2024-004980

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan VR127 v. Khan*, 2025 BCCRT 826

**B E T W E E N :**

The Owners, Strata Plan VR127

**APPLICANT**

**A N D :**

AYEEDA KHAN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Mark Henderson

## INTRODUCTION

1. This dispute is about pest control treatments and alleged bylaw contraventions.
2. The respondent, Ayeeda Khan owns strata lot 26 (SL26) in the applicant strata corporation, The Owners, Strata Plan VR127.
3. The strata is represented by a strata council member. Ms. Khan is self represented.

4. The strata says Ms. Khan has accumulated garbage and debris inside SL26 and on SL26's limited common property balcony. The strata says this has caused nuisance odours and a bed bug and mouse problem in the building. The strata also says Ms. Khan has refused entry to the strata's pest control providers to treat SL26 for bed bugs and other pests. The strata seeks \$13,177.50 for pest control services and \$182.70 for cleaning expenses. The strata also seeks orders requiring Ms. Khan to remove sufficient items from SL26 to permit the strata's pest control contractors to conduct the required treatment.
5. The strata also says Ms. Khan's actions have breached several bylaws. The strata seeks \$5,212.01 for outstanding bylaw fines. The strata also requests that Ms. Khan be financially liable for all past and future costs related to the strata's bed bug infestation.
6. Ms. Khan says the strata has violated her privacy and harassed her. Ms. Khan denies causing a bed bug or other pest infestation and says that she paid for bed bug treatment for her own unit, and that there is no evidence of an ongoing bed bug infestation in SL26.

## **JURISDICTION AND PROCEDURE**

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under *Civil Resolution Tribunal Act* (CRTA) section 121. 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.
8. 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. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I find that an oral hearing is not necessary.

9. 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.
10. 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.

***Preliminary Issue - Is Ms. Khan entitled to bring a counterclaim despite the late application?***

11. Ms. Khan brought an application for a counterclaim after the dispute was sent to adjudication. CRT Rule 3.2 says a respondent can make a counterclaim by completing an application within 30 days of providing the dispute response to the tribunal. Here, Ms. Khan did not meet the deadline for filing the counterclaim. The counterclaim application is technically out of time. While I have discretion to waive the time requirement in Rule 3.2, I decline to exercise it here for the following reasons.
12. Based on my review of the counterclaim application, I find Ms. Khan raises the same arguments in her proposed counterclaim that she set out in her submissions. In her submissions Ms. Khan claimed for breaches of the *Privacy Act* as well as damages for harassment and bullying, totalling \$10,000.
13. The CRT does not have jurisdiction for a claim under the *Privacy Act*, as the *Privacy Act* requires that claims be brought to the BC Supreme Court. So, I find that if Ms. Khan had brought the counterclaim for breach of privacy in time, I would have refused to resolve it in any event.
14. Also, there is no tort of harassment in British Columbia (See *Tan v British Columbia (Housing Management Commission)*, 2025 BCSC 49 at paragraph 20, and *Anderson v. Double M Construction Ltd.*, 2021 BCSC 1473 at paragraph 61). So, I would have dismissed Ms. Khan's counterclaim for harassment and bullying in any event.

## **ISSUES**

15. The issues in this dispute are:

- a. Must Ms. Khan pay the strata's pest control invoices? If so, how much?
- b. Must Ms. Khan remove items from SL26 and permit the strata's pest control provider to access SL26 to administer the bed bug treatment?
- c. Must Ms. Khan pay bylaw fines for the alleged bylaw contraventions:
- d. Is the strata entitled to payment for its legal fees?

## **EVIDENCE AND ANALYSIS**

16. In a civil proceeding like this one, the strata, as the applicant, must prove its 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.
17. The strata was created in 1974. It consists of 44 strata lots. The building consists of three floors plus an underground parkade. SL 26 is located on the second floor.
18. The strata filed consolidated bylaws at the Land Title Office in 2002 and has filed subsequent amendments periodically. I refer to the relevant bylaws in my reasons below.
19. The strata says Ms. Khan has been hoarding in SL26 for years and that this hoarding has led to significant bed bug, cockroach, and mice infestations in the building, created a health and fire hazard, and created noxious odours in the common property and in other strata lots. The strata has provided some of the complaints in evidence of strong odours coming from the area on the second floor near SL26.
20. Ms. Khan denies hoarding or causing any pest infestations and says there are many other possible causes of the pest infestations. Ms. Khan says poor building

maintenance, particularly of the building envelope in the laundry facilities, has contributed to pest infiltration. Ms. Khan did not provide any specific photographic or other evidence to support this theory.

***Must Ms. Khan pay the strata's pest control invoices?***

21. The strata provided invoices for monthly pest control services dating back to March 2021 totaling \$13,177.50. Neither party says that Ms. Khan acknowledged these invoices or agreed to pay them. Since the strata commenced this dispute on May 6, 2024, I find that any invoices for pest control prior to May 6, 2022, are subject to the 2-year limitation period in the *Limitation Act*. So, I dismiss the strata's claim for pest control invoices that it submitted from March 20, 2021, until April 30, 2022.
22. The strata also submitted invoices for pest control services from May 27, 2022, until December 18, 2023. First, I note that not all the invoices in this period relate to bed bug treatment. One invoice relates to squirrel exclusion at a different strata lot. Several invoices relate to mice or rat treatments in other strata lots. Some of the invoices relate to bed bug treatments in other strata lots.
23. The strata argues that the bed bug infestation started in SL26 and so SL26 should pay for all the pest control invoices. To support this allegation, the strata provided an inspection report from Orkin Pest Control, dated August 9, 2021, and inspection reports from Atlas Pest and Wildlife Control dated August 4, 2023, October 2, 2023, and January 15, 2024. Each of the inspection reports details pest and bed bug treatment in multiple strata lots and other common property locations in the strata.
24. The August 4, 2023, report found high bed bug activity on Ms. Khan's mattress, but did not say that the bed bug infestation started in Ms. Khan's unit. Nor did the report say that the high bed bug activity indicated that SL26 was a likely origin for the bed bug infestation. The October 2, 2023, report noted a high level of activity in SL26. It also says Atlas could not treat SL26 because SL26 was too cluttered and nothing was moved away from the walls. The January 15, 2024, report only found 4 bedbugs as Atlas noted that Ms. Khan had replaced her mattress.

25. Despite the clear evidence of clutter in SL26 and the evidence that there was a high bed bug activity in August and October 2023, it is not clear from the Atlas inspection reports that Ms. Khan's clutter caused the bed bug infestation in the strata. I find that the inspection reports do not provide a likely cause of the bed bug infestation.
26. I find that the cause of a bed bug infestation is outside of common knowledge and so requires expert evidence. Although the strata provided the Atlas pest control reports, I find that these reports are silent on the likely cause of the infestation. For that reason, I am not persuaded that the high level of bed bug activity in SL26 in August and October 2023 prove that Ms. Khan caused the strata's bed bug infestation. So, I dismiss the strata's claim for Ms. Khan to pay \$13,177.50 for the strata's pest control invoices. For the same reason, I find that the strata has not proved that Ms. Khan must pay for all future pest control measures in the strata.
27. I also note that the strata did not provide any evidence that it complied with SPA section 135 in seeking compensation from Ms. Khan for these invoices. Based on my findings above, I find that it is not necessary to address the strata's apparent noncompliance with SPA section 135 in its claim for these costs.

***Must Ms. Khan remove items from SL26 and permit the strata's pest control provider to access SL26 to administer the bed bug treatment?***

28. Bylaw 7(1)(b) says an owner must allow a person authorized by the strata to enter the lot with 48 hours notice to inspect, repair or maintain any part of the strata lot that the strata is responsible to maintain. Since it is plausible that a bed bug or pest infestation would not be limited by strata lot boundaries, I find that the strata could have a responsibility to administer bed bug or other pest control measures. Based on bylaw 7(1)(b) I find the strata has authority to inspect Ms. Khan's lot for this purpose.
29. The strata says Atlas made several attempts to administer bed bug treatment in SL26 and that Ms. Khan refused. I note that Atlas' August 2023 and October 2023 inspection reports indicate that it was unable to complete the bedbug treatment in

SL26 because of the clutter. Atlas' inspection reports do not say that Ms. Khan actively refused entry on any of these dates.

30. The strata included emails from Atlas dated November 20, 2024, and December 16, 2024, informing the strata that Ms. Khan had cancelled Atlas's bed bug treatment scheduled for December 17, 2024.
31. Ms. Khan denies that she refused entry. She says that on one occasion, without specifying the date, that the strata failed to give adequate advance notice of the scheduled treatment and so Ms. Khan missed the scheduled inspection appointment. Ms. Khan does not explain why she cancelled the December 17, 2024 treatment. Based on this evidence, I find that Ms. Khan admits missing at least one scheduled treatment and that she cancelled another treatment. However, the strata has not provided sufficient evidence for me to conclude that either of these instances constitute refusing entry.
32. Ms. Khan also says that she paid for her own bed bug inspection on June 17, 2024, and March 10, 2025. Ms. Khan provided copies in evidence of these bed bug inspections by Integral Pest Services Inc. Ms. Khan also said that due to mobility issues she finds it difficult to prepare SL26 for treatments and says that Integral offers preparation services and after treatment assistance while Atlas does not offer any of these services.
33. In any event, I accept that as an owner, Ms. Khan must comply with all strata bylaws including bylaw 7(1)(b). However, I find that the strata has not proved that Ms. Khan refused entry to SL26. So, I dismiss the strata's claim for this relief.
34. With respect to the other part of the strata's claim that Ms. Khan must remove all items recommended by the strata's pest control and cleaning contractors, I find that the strata's claimed relief does not provide enough specificity about what items Ms. Khan must remove. Nor do Atlas' inspection reports identify what specific items Ms. Khan should remove so that Atlas can complete the bed bug treatments. I find that such an order would be too vague to be enforceable. If the strata determines that an owner has breached strata bylaws, such as by creating a nuisance or fire hazard,

then SPA section 133 already empowers the strata to do the necessary repair work to remedy the bylaw contravention. So, I dismiss the strata's claim for this relief as well.

***Must Ms. Khan pay bylaw fines for the alleged bylaw contraventions?***

35. SPA section 135 says that a strata must not impose a bylaw contravention fine unless the strata has received a complaint about the contravention, given the owner the particulars of the complaint in writing and a reasonable opportunity to answer the complaint. The strata must comply with SPA section 135 before issuing any fines.
36. The strata has claimed a total of \$5,212.01 for outstanding bylaw fines but did not provide a breakdown of how much has been charged for each of the alleged bylaw contraventions, or when it began charging Ms. Khan for each of the alleged bylaw contraventions.

***Bylaw 3(1) Use of the Property and Bylaw 31(1) Garbage Disposal***

37. On January 17, 2022, the strata sent a letter to Ms. Khan, a copy of which is provided in evidence. The strata told Ms. Khan that the ongoing removal of solid waste from SL26 had caused the strata's recycling and organic bins to overflow, leading to extra waste being dumped in the alleyway and restricting other residents from disposing of their recycling. The strata told Ms. Khan this breached bylaws 3(1)(a), (c), (d), (e), and 31. Bylaw 3 prohibits an owner from using their property in a way that causes nuisance or hazard, unreasonably interferes with other people's use and enjoyment rights, is illegal or contrary to the strata's purpose. Bylaw 31 requires owners to put their bagged and tied garbage in the strata provided containers.
38. The strata told Ms. Khan to stop contravening these bylaws and advised that it was contemplating \$200 fines for these infractions. The strata gave Ms. Khan two weeks to respond to this bylaw contravention notice. The strata did not provide evidence of when it started imposing this bylaw fine or if it is still imposing this fine.



39. In support of the alleged bylaw contravention, the strata attached photos of overflowing garbage bins. The strata says the date of the notice in January 2022 corresponds with a known date that the strata says Ms. Khan was removing garbage from SL26.
40. Ms. Khan disputes these fines, saying the garbage bin and recycling carts are in the alleyway and anyone can access them. I find that the pictures of the full garbage bins alone do not prove that Ms. Khan had used them in a manner contrary to bylaw 31(1). So, I find that the strata has not proved Ms. Khan contravened bylaw 31(1).
41. For that reason, I dismiss the strata's claim for bylaw fines arising from the alleged breach of bylaw 3(1) and bylaw 31(1).

*Bylaw 7(1) Refusing entry*

42. On July 30, 2023, the strata sent Ms. Khan a letter about the July 24, 2023, Atlas pest control visit during which Ms. Khan did not provide access to SL26, contrary to bylaw 7(1). The strata said it intended to fine Ms. Khan \$200 and provided information about how Ms. Khan could dispute the bylaw notice. So, I find that the strata complied with SPA section 135 in delivering this bylaw notice.
43. The strata also provided a copy of the memorandum advising of the bed bug treatment. This memorandum was dated July 14, 2023.
44. Ms. Khan acknowledges that she missed at least one scheduled bed bug treatment. Ms. Khan did not provide the date for the missed treatment but said that the strata delivered the notice with insufficient time to permit her to remove the necessary items to facilitate the bed bug treatment. Ms. Khan says the strata did not account for the necessary mailing time as well as the 48 hours notice. Ms. Khan says the strata only mailed the notice on the Thursday or Friday before the scheduled appointment on the Monday, so she had insufficient notice. The strata did not provide evidence of when it mailed the notice and Ms. Khan did not provide evidence of when she received the notice.

45. So, I find that the strata has not proved that it provided adequate notice for the July 24, 2023 visit. I also find that there is insufficient evidence to show that the strata imposed this fine. For these reasons, I find that the strata has not proved it is entitled to payment for this fine.
46. On December 1, 2023, the strata provided a second notice to Ms. Khan that she did not provide access for a bed bug inspection and did not keep the unit clean. The notice also said the strata contemplated imposing a fine of \$200 every 7 days for the failure to provide access and for not cleaning the unit. The notice does not say when this alleged bug inspection occurred or if this notice referred to the missed inspection in July 2023. So, I find that this notice did not comply with SPA section 135 as it did not provide sufficient details of the alleged bylaw violation for Ms. Khan to answer. So, I dismiss the strata's claim for any bylaw fines arising from the December 1, 2023, bylaw enforcement notice.

*Bylaw 30(1) Use of patios and balconies*

47. In June and August 2024, the strata says it received a complaint from a neighbour about garbage and other household items on Ms. Khan's balcony. Ms. Khan's upstairs neighbour complained to the strata and provided 2 photos of Ms. Khan's balcony taken from the balcony above. Ms. Khan does not dispute that these photos show her balcony. I find that these photos show Ms. Khan's balcony is full of bags and other items.
48. However, the strata did not provide any evidence of the bylaw violation notice that it sent to Ms. Khan respecting her use of her patio. Without this evidence, I am unable to determine if the strata's bylaw enforcement for the patio use complied with SPA section 135. So, I dismiss this part of the strata's claim.

***Is the strata entitled to its legal fees?***

49. The strata did not include a claim for legal fees in its Dispute Notice. In its submissions, the strata seeks reimbursement for the legal expenses that it has incurred to enforce the bylaw contraventions totalling \$4,300. I note from the invoices that the strata began retaining these legal services on January 17, 2024.

Based on the description of the services provided, I find that the invoices reflect legal services related to the CRT dispute and not to bylaw enforcement.

50. CRT Rule 9.5(3) says the CRT will not order one party to pay another party's legal fees except under extraordinary circumstances. Here, the strata was unsuccessful and I find there are no extraordinary circumstances that warrant Ms. Khan paying the strata's legal fees. So, I dismiss the strata's claim for its legal fees.

## **CRT FEES AND EXPENSES**

51. 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. As the strata was unsuccessful, I dismiss its claim for CRT fees. I find the strata must pay Ms. Khan \$25 for her CRT fees. The strata claimed no dispute related expenses other than its legal fees which I have discussed above.
52. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Khan.

## **ORDERS**

53. I dismiss the strata's claims.
54. I order the strata to pay Ms. Khan \$25 in CRT fees.
55. Ms. Khan is also entitled to post-judgment interest under the *Court Order Interest Act*.

56. 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.

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Mark Henderson, Tribunal Member