



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Wakefield v. The Owners, Strata Plan EPS 7292*, 2025 BCCRT 862

B E T W E E N :

BRANDON MARSHALL WAKEFIELD

APPLICANT

A N D :

THE OWNERS, STRATA PLAN EPS 7292

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Jeffrey Drozdiak

INTRODUCTION

1. This strata property dispute is about repair costs.
2. The applicant, Brandon Marshall Wakefield, co-owns strata lot 3 (SL3) in the respondent strata corporation, The Owners, Strata Plan EPS 7292 (strata). After a contractor removed new trim from SL3's front door, Mr. Wakefield paid to repair it.

He argues the strata was responsible for this work and claims \$575 for the repair costs.

3. The strata alleges that Mr. Wakefield hired the contractor to perform additional custom-finishing work without getting prior approval from the strata. It argues it is not responsible for repairing this allegedly unauthorized work.
4. Mr. Wakefield represents himself. The strata is represented by a strata council member.

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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's 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. In some respects, the parties call into question the credibility, or truthfulness, of the other's evidence. Under the circumstances, I find that I am properly able to assess and weigh the evidence and submissions before me without an oral hearing. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. Neither party requested an oral hearing. The claim is also for a relatively small amount. So, bearing in mind the CRT's mandate for proportionality and a speedy resolution of disputes, I decided to hear this dispute through written submissions.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.

Late Evidence

8. The strata provided evidence after the CRT's deadline. The evidence included various emails and other correspondence. Most of this correspondence was already in evidence. Mr. Wakefield had the opportunity to comment on this late evidence in his reply submissions. So, I find there is no prejudice in admitting it. Given the CRT's mandate that includes providing flexible and informal dispute resolution services, I have admitted the late evidence and considered it in making this decision.

ISSUE

9. The issue in this dispute is whether the strata must reimburse Mr. Wakefield for repairs to SL3's front door.

STRATA BACKGROUND

10. The strata is a phased strata and was created in March 2022. Currently, the strata has 32 townhome strata lots. From the strata plan, SL3 is one of four strata lots in "Building 7".
11. The strata filed a complete set of its bylaws with the Land Title Office (LTO) on October 10, 2024. The bylaw amendment confirms that the Standard Bylaws under the *Strata Property Act* (SPA) do not apply. However, before this date, the strata did not have bylaws filed with the LTO.
12. SPA section 120(1) says if a strata has not filed different bylaws, the Standard Bylaws under the SPA apply. Given this, before October 10, 2024, the Standard Bylaws applied to the strata. As I describe in more detail below, the relevant events in this dispute happened in 2023. So, I find the Standard Bylaws applied to those events.

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Mr. Wakefield, as the applicant, 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 relevant to provide context for my decision.

Background

14. I will start by summarizing the relevant background events based on the documentary evidence provided by Mr. Wakefield. The strata does not challenge this evidence, or Mr. Wakefield’s timeline of events. Instead, the strata asserts there are additional facts, which it argues shows it is not required to reimburse Mr. Wakefield for the repair costs. I will discuss this argument in further detail later in my decision.
15. In early 2023, Mr. Wakefield was the strata’s president. In this role, he says he volunteered to work with Travelers Canada (Travelers) to address common property deficiencies under the strata’s new home warranty.
16. On January 30, 2023, Mr. Wakefield emailed Travelers about an issue with SL3’s front door. Mr. Wakefield wrote that there was a 0.5 to 1 inch gap between the brick siding and the door’s trim. He noted that it would not be possible to fill the gap with caulking. Travelers responded that the developer had said that they had new brick molding to install at the perimeter of the door.
17. Mr. Wakefield provided photographs of the warranty claim, which I find shows large gaps between the wooden trim and the surrounding exterior. I find the gap to the door’s left, between the trim and the brick wall siding, is especially pronounced.
18. In Travelers’ claims record, Mr. Wakefield says the deficiency was listed as “claim 34”. From an excerpt of this record, I find claim 34 was filed on March 24, 2023.
19. On May 2, 2023, Mr. Wakefield messaged the developer asking when their contractor, F, would be finishing the front door’s exterior. The next day, the

developer responded saying F needed to buy something and repairs would be completed Monday (May 8). On May 5, Mr. Wakefield emailed Travelers confirming that the developer would proceed with finishing the front door's exterior. Mr. Wakefield provided a May 7, 2023 security camera image, which I find shows the unfinished work.

20. On May 9, 2023, Mr. Wakefield let Travelers know that he was resigning from his strata duties, but he would continue to handle the common property claims. Travelers' claims summary shows that on May 29, 2023, the developer confirmed that they had completed claim 34.
21. On June 20, 2023, Mr. Wakefield emailed Travelers about the outstanding claims. In the email, Mr. Wakefield confirmed that claim 34 was resolved, except that the developer needed to apply clear caulking around the door trim. Mr. Wakefield provided a June 20, 2023 video, which I find shows the remaining caulking work was minor.
22. On July 4, 2023, Mr. Wakefield says F came to his house complaining that the developer had not paid them for the front door work. Mr. Wakefield provided a short video of the incident. In the video, F says they have not been paid for the door, and if they are not paid for their work, "I am ripping it off". From Mr. Wakefield's submissions, I infer F is referring to the door trim.
23. On July 5, 2023, F went to SL3 and removed the finished door trim. From the pictures in evidence, I find this damage exposed SL3's exterior to the elements and needed to be repaired.
24. On October 13, 2023, the strata manager wrote to Mr. Wakefield about the repairs. In the letter, the strata manager wrote that the strata council would not pay for the repairs because Mr. Wakefield altered the door without the strata's approval. The strata ordered Mr. Wakefield to repair the door at his own expense within 90 days. Notably, the strata manager did not refer to any bylaw authorizing the strata to make this order.

25. On October 23, 2023, Mr. Wakefield hired a contractor to repair the door. Mr. Wakefield provided two payment receipts showing he paid \$322.56 for labour and \$252.44 for materials, which totaled \$575.

Must the Strata Reimburse Mr. Wakefield for the Front Door Repairs?

26. Mr. Wakefield asserts that SL3's front door is common property. So, he argues the strata is responsible for repairing the damage caused by F under SPA section 72(1).
27. The strata plan says SL3's boundary is the midway point of an exterior wall. The strata plan also shows that SL3 has a limited common property entry where I infer the front door is located. Taken together, I find the front door is not part of SL3 and is limited common property.
28. SPA section 72(1) says the strata must repair and maintain common property. SPA section 72(2) says the strata may, by bylaw, make an owner responsible for repairing and maintaining limited common property that an owner has the right to use.
29. Standard Bylaw 8(c)(ii)(B) says the strata must repair and maintain the building's exterior that is designated as limited common property. I find the door trim is part of the building's exterior. So, under the bylaw, I find the strata was obligated to repair SL3's front door. I note that there is nothing in the Standard Bylaws that makes an owner responsible for these repairs.
30. The strata does not deny that it gave Mr. Wakefield authority to address common property deficiencies with Travelers. Instead, the strata alleges Mr. Wakefield had an agreement with F to complete additional custom-finishing work on SL3's front door. It says Mr. Wakefield did not get the strata's approval before completing this work. Standard Bylaw 6(1) says an owner must get a strata's written approval before altering limited common property. From this, the strata argues Mr. Wakefield was responsible for repairing the unauthorized changes.

31. While the ultimate burden rests on Mr. Wakefield to prove his claim, the burden to prove a fact lies with the party asserting it. Here, the strata asserts Mr. Wakefield had a side agreement with F to complete additional work. This means the strata has the burden of proving it.
32. To support its argument, the strata's only evidence includes emails from the developer and F.
33. On July 6, 2023, the developer emailed the strata about the door repairs. In the email, the developer wrote that they instructed F to make the door consistent with other doors in the strata. They noted that F can comment on an agreement between Mr. Wakefield and F to complete custom work. The developer also provided photographs of SL3's finished door and three other doors in the strata. From these photographs, I find SL3's door has a different trim.
34. Later that day, F responded to the developer's email and wrote the following:
 - a. The developer told them to install the "door frame" at SL3 and ensure it looked like the other doors in the strata. Based on the materials removed by F, I infer F meant door trim and not door frame.
 - b. Mr. Wakefield told them not to install the original trim. Instead, Mr. Wakefield wanted a door that everyone would notice, and the new design should remove the top metal flashing.
 - c. They told Mr. Wakefield that the new design would cost extra. Mr. Wakefield agreed to pay the extra costs for F's labour, materials, and fuel, which totaled \$700.
 - d. After two months, Mr. Wakefield did not pay them, so they took back their materials.
35. Mr. Wakefield disputes everything F wrote in their email. He says he was acting as the strata's agent by getting common property deficiencies addressed. He asserts that the documentary evidence shows he worked with Travelers and the developer

to repair SL3's front door trim. He denies asking F to custom finish the door trim. He also denies agreeing to pay F for additional work.

36. Notably, Mr. Wakefield does not explain why SL3's finished door looked different than the other three doors in the July 6 email. So, it is possible that Mr. Wakefield asked F to add different design features. However, for the following reasons, I have concerns about the credibility of F's email and place little weight on this evidence.
37. First, F wrote they told Mr. Wakefield that removing the top metal flashing would be against the BC Building Code. However, F wrote they went ahead with this design anyway. I find it surprising that an experienced contractor hired by the developer would ignore both the BC Building Code and their client's instructions simply because Mr. Wakefield asked them to.
38. Second, F wrote that the police told them they had the right to remove their materials. I find it highly unlikely that the police would encourage someone to remove installed building materials to pay back a debt.
39. Third, F wrote that after removing the new trim, they were going to cut and install the original door trim, but Mr. Wakefield asked them to leave. I find this statement perplexing. If this was the case, why did the developer not arrange with the strata for F to complete this work at a later date.
40. Finally, and most importantly, other than bare assertions, F did not provide any documentary evidence to support an alleged agreement with Mr. Wakefield.
41. Without more, I find on balance the strata has not proven that Mr. Wakefield took steps to alter limited common property beyond what was covered by the warranty claim. I note that the strata argues that Travelers denied Mr. Wakefield's warranty claim. However, I agree with Mr. Wakefield that the strata's evidence is misleading.
42. In a January 5, 2024 email, Travelers confirmed that deficiencies to SL3's front door frame were denied. In the email, Travelers refers to "claim 6", which Mr. Wakefield also submitted on March 24, 2023. This claim was for the developer to replace

SL3's door frame. However, the relevant work in this dispute is about replacing the door trim, not the door frame. So, I find claim 6 is not relevant to this dispute.

43. Overall, I find the strata was obligated to repair SL3's front door trim under Standard Bylaw 8(c)(ii)(B). I find the strata has not proven that Mr. Wakefield should be responsible for these repairs. So, I order the strata to reimburse Mr. Wakefield \$575 for the repair costs.
44. In his submissions Mr. Wakefield also seeks an unspecified amount for the strata's allegedly significant unfair actions when dealing with this issue.
45. The CRT has authority to make orders remedying a significantly unfair act or decision by a strata corporation under CRTA section 123(2). The court has the same authority under SPA section 164, and the same legal test applies (see *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113).
46. In *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173, the court confirmed the legal test for significant unfairness. Significantly unfair actions are those that are burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust, or inequitable. The use of the word "significant" means that the impugned conduct must go beyond mere prejudice or trifling unfairness. In applying the significant unfairness test, the owner's objectively reasonable expectations are a relevant factor, but are not determinative.
47. Mr. Wakefield did not claim significant unfairness damages in his Dispute Notice. The purpose of the Dispute Notice is to define the issues and provide fair notice to the other party of the claims before them. While CRT rule 1.19(1) allows applicants to request amendments to a Dispute Notice, rule 1.19(3) says the CRT will not allow amendments during the CRT's decision stage except in extraordinary circumstances. I find no extraordinary circumstances exist here. So, I find Mr. Wakefield's request for damages is not properly before me and I decline to consider it in this decision.

48. Even if the damages claim were before me, I find Mr. Wakefield has not sufficiently proven he is entitled to anything more than the costs to repair the door.

INTEREST, CRT FEES, AND DISPUTE RELATED EXPENSES

49. The *Court Order Interest Act* applies to the CRT. Mr. Wakefield is entitled to pre-judgment interest on the \$575 debt from October 23, 2023, the date he paid the two invoices, to the date of this decision. This equals \$44.23.
50. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Wakefield was successful, so I find he is entitled to reimbursement of \$225 for CRT fees. Mr. Wakefield claimed dispute-related expenses for “significant loss of time and other potential expenses”. However, he did not give any amount for this claim, or provide any documentary evidence in support. So, I do not order any dispute-related expenses.
51. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses to Mr. Wakefield.

ORDERS

52. Within 15 days of the date of this decision, I order the strata to pay Mr. Wakefield a total of \$844.23, broken down as follows:
- a. \$575 in debt,
 - b. \$44.23 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$225 for CRT fees.
53. Mr. Wakefield is entitled to post-judgment interest, as applicable.
54. 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.

Jeffrey Drozdiak, Tribunal Member