



# Civil Resolution Tribunal

Date Issued: June 24, 2025

File: ST-2023-010858

Type: Strata

Civil Resolution Tribunal

Indexed as: *Ramesh v. The Owners, Strata Plan BCS 741*, 2025 BCCRT 859

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

AZADEH RAMESH

**APPLICANT**

**A N D :**

The Owners, Strata Plan BCS 741

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

David Jiang

## INTRODUCTION

1. This strata property dispute is about an exterior painting project and governance. The applicant, Azadeh Ramesh, owns strata lot 88 (SL88) in the respondent strata corporation, The Owners, Strata Plan BCS 741 (strata). The applicant also claims remedies against the strata manager, AWM Alliance Real Estate Group Ltd. (AWM), and its representative, JS. AWM and JS are not parties to this dispute.

2. The applicant says that the strata failed to ensure its contractors actually painted SL88's exterior. They claim for an order that AWM and JS 1) refund them the special levy amount of \$2,893.38 for the painting project, and 2) pay a fine for an undetermined sum. They also request an order for the strata to investigate AWM and JS for providing false and misleading images about SL88's paint job, and investigate why AWM, JS, and strata council members have failed to be forthright and transparent about the painting project and its levy.
3. The applicant also requests orders that the strata 1) investigate potential violations of quorum requirements at annual general meetings (AGMs) where owners passed the 2021 exterior painting project levy and the 2022 electric vehicle charger levy, and 2) investigate why AWM, JS, and the strata council members delayed in responding to the applicant's hearing request. The applicant said there may be other special levies, but no submissions or evidence refer to them, so I have not considered them.
4. Finally, the applicant requests that the Civil Resolution Tribunal (CRT) order the strata council members to hold a special general meeting (SGM) for the purpose of voting on terminating AWM's contract.
5. The strata denies liability. It says the strata's contractor did in fact paint SL88's exterior. It denies any wrongdoing in connection with the AGMs, special levies, AWM, and JS.
6. The applicant represents themselves. A strata council member represents the strata.
7. For the reasons that follow, I dismiss the applicant's claims.

## **JURISDICTION AND PROCEDURE**

8. These are the CRT's formal written reasons. 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.

9. 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. The parties in this dispute each question the other's credibility (truthfulness) about what occurred. In *Downing v. Strata Plan VR2356*, 2023 BCCA 100, the court recognized that oral hearings are not necessarily required where credibility is in issue. It depends on what questions turn on credibility, the importance of those questions, and the extent to which cross-examination may assist in answering those questions. Here, the parties provided their recollections, emails, and photos. No party requested an oral hearing, and I find it unlikely that cross-examination would reveal any inconsistencies in any party's evidence. So, I decided to hear this dispute through written submissions.
10. 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.
11. 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.

### ***The Applicant's Requested Orders***

12. As noted above, the applicant requests orders affecting AWM and JS. As they are not parties to this dispute, I am unable to make any orders affecting them. I make no findings about whether AWM and JS should refund the special levy or pay a fine.
13. That said, I find it appropriate to consider whether the strata should reimburse the special levy. I say this because the parties fully argued this issue and I have

dismissed the applicant's claims. So, I find there is no prejudice to the strata in proceeding in this manner.

14. Some of the applicant's wording suggests that they seek an order for the CRT to conduct investigations. The CRT is not an investigative body. Its role is to adjudicate claims based on evidence provided by the parties.

## **ISSUES**

15. The issues in this dispute are as follows:

- a. Did the painters paint the exterior of SL88, and if not, what are the appropriate remedies?
- b. Must the strata investigate potential violations of quorum requirements at the AGMs where owners voted on the 2021 exterior painting project levy and the 2022 electric vehicle charger levy?
- c. Must the strata investigate why AWM, JS, and the strata council members delayed in responding to the applicant's hearing request?
- d. Must the strata hold an SGM for the purpose of terminating AWM's contract?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

16. In a civil proceeding like this one, the applicant must prove their 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. A title search shows the applicant became the owner of SL88 in April 2020. The strata plan shows that SL88 is located on the 12<sup>th</sup> floor of 26 storey building. The strata filed a full set of replacement bylaws in the Land Title Office in November 2018. There are subsequent filed amendments that are irrelevant to this dispute. I refer to the relevant bylaws below.

18. I turn to the background facts, which are undisputed except where noted. The December 13, 2021 AGM minutes show that the owners voted on a  $\frac{3}{4}$  vote resolution to impose a special levy of up to \$700,000 to fund the building exterior painting project. The minutes show the strata intended to hire a contractor to do work that included repairs or replacement of failed sealant, corroded elements, cracking in the “eyebrows” and walls, and delaminated coatings. The contractor would also repaint the metal awnings and the building exterior. The owners passed the resolution by a margin of 33 to 8, which I note is above the  $\frac{3}{4}$  vote threshold.
19. The strata hired a contractor, Black Brothers Painting (BBP), to do the work. AWM’s April 26, 2023 email indicates BBP worked from May to July 2022. The strata also hired an independent painting consultant from IPI Consulting Services (IPI) to report on the work as it was being done. On August 30, 2022, IPI issued a certification of completion about the painting project work, which is in evidence.
20. On April 25 and 26, 2023, the applicant messaged AWM. The applicant said that they were home every day in 2021 and 2022. They said they never observed any work being done on SL88’s exterior. The applicant requested proof of the work done and that their complaint be brought up at the next strata council meeting and documented in the minutes. The applicant also expressed dissatisfaction with AWM’s service and asked the strata to seek a new strata manager.
21. On April 26, 2023, JS replied on AWM’s behalf. They said the contractor painted the building’s siding, “eyebrows”, and metal awning, repaired concrete cracks, and replaced window sealant where needed. JS added that no other residents had complained about incomplete work. However, JS, said they would speak to BBP and IPI about these concerns. BBP was also returning to replace balcony membranes in June 2023.
22. The applicant replied and accused JS of trying to convince them that the work was done when it was not. The applicant also emailed AWM’s vice president. They asked AWM to reimburse them \$2,893.38 for the special levy. The vice president refused in a May 1, 2023 email.

23. In a May 5, 2023 email, JS offered to provide the applicant a hearing at the next strata council meeting on June 19, 2023, or earlier if they wished. The emails indicate the applicant only wanted the strata council to discuss their concerns and document this in the minutes.
24. The June 19, 2023 strata council meeting minutes show that the council reviewed the applicant's complaints. The council decided they were satisfied with AWM's responses to the applicant. The council also decided to advise the applicant that they could request a hearing if they had further concerns.
25. On July 5, 2023, the applicant requested a hearing. JS scheduled the meeting for August 15, 2023, and the minutes show the applicant attended.
26. AWM subsequently arranged for BBP to take pictures of the building exterior outside SL88. The applicant took photos and a video of BBP's workers as they did this. The applicant took the photos from inside SL88 through the window. JS emailed BBP's pictures to the applicant on October 18, 2023. They advised that BBP took these pictures in late September 2023.

***Issue #1. Did the painters paint the exterior of SL88, and if not, what are the appropriate remedies?***

27. Under *Strata Property Act* (SPA) section 72, the strata must repair and maintain common property and common assets. Under SPA section 3, the strata is responsible for managing and maintaining its common property for the benefit of the owners.
28. When fulfilling its repair and maintenance obligations, the courts have clearly established that a strata corporation's standard of care is reasonableness. See for example, *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113, at paragraph 69. I find that the strata had an obligation to take reasonable steps to ensure that BBP carried out the exterior painting project, including work on the exterior of SL88.

29. As noted above, the strata hired IPI to monitor the painting project. I find this was a reasonable step that was essentially meant to address concerns like the applicant's. In the April 2023 email, JS said that IPI provided over 35 progress reports in total. I accept this was the case. An example in evidence of an IPI report is the July 22, 2022 interim progress report that discussed the work done to date and the deficiencies that required fixing. IPI also issued the certificate of completion, discussed above. I find this strongly supports the strata's submission that BBP finished its work outside SL88. Presumably IPI would have caught this issue if it existed, as its main function was to ensure proper completion of the projection.
30. The strata also provided photos from BBP. I find this was another reasonable step to ensure completion of the work. The photos consist of closeups of the building exterior and a window frame. The paint lacks any cracks, bubbling, flaking, dirt, moss, or algae that would be characteristic of old paint. The visible sealant appears unremarkable. Assuming the photos are accurate, they support the strata.
31. The applicant disputes the validity of BBP's photos. They point out, accurately, that their interior photos of the window frame show one set of movable objects resting on a window ledge. These objects do not match those resting on the window frame in BBP's exterior photos.
32. I find it unclear why this discrepancy exists between BBP's exterior photos and the applicant's interior photos. The applicant says AWM and JS tried to intentionally mislead them. I find this speculative as the evidence and submissions do not explain why they would have any incentive to do so.
33. Ultimately, I need not resolve the discrepancy to decide this dispute. The applicant did not provide their own photos or video of SL88's exterior. So, there is no visual evidence to support the applicant's claim that the work was incomplete. I acknowledge that it would potentially be difficult to take exterior photos of SL88 as it is on the 12th floor. However, this would have been key evidence, and the applicant bears the burden of proof. Even if I put no weight on BBP's photos, this still leaves

IPI's certificate of completion. This leads me to conclude that BBP finished work on SL88's exterior.

34. I acknowledge the applicant's submission that she did not ever see BBP complete any work SL88's exterior. However, I put greater weight on IPI's certificate of completion as it was created by a relatively neutral third party whose job was to ensure all the work was done. There is no suggestion that IPI attempted to mislead the applicant or the strata.
35. Given the above, I see no reason to order the strata to refund the levy payment or investigate AWM, JS, or the strata council members. I dismiss this claim.

***Issue #2. Must the strata investigate potential violations of quorum requirements at the AGMS where owners voted on the 2021 exterior painting project levy and the 2022 electric vehicle charger levy?***

36. The bylaws outline quorum requirements. Bylaw 24(1) says a quorum for a general meeting is 1/3 of the strata's eligible voters, present in person or by authorized representative or by proxy.
37. Bylaw 24(2) says that at any AGM or SGM called by the strata, if a quorum is not present at the appointed time or within 30 minutes thereafter, then eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum (my emphasis).
38. The only AGM minutes in evidence are from 2021 about the building exterior painting project. The minutes say the following. AWM took a poll and advised that 41 owners were present, of which 7 attended in person and 34 by proxy out of 176 owners. The strata waited 30 minutes after the initial start time of 4:00 p.m. to begin.
39. The minutes also say that the present owners could constitute a quorum under the bylaws. I agree and find that under bylaw 24(2) the 41 owners were a proper quorum. I find that the strata proceeded properly.



40. I turn to the 2022 electric vehicle charger levy. The parties' submission indicate that at some point in 2022 the owners voted and passed a  $\frac{3}{4}$  vote resolution to impose a special levy about funding electric vehicle chargers. There is little documentary evidence about this resolution or the vote in evidence. In particular, the general meeting minutes for the vote about this resolution are not before me. The lack of evidence also means there is no evidence of any impropriety. There is no documentary evidence about any other levy.
41. Given the above, I find it unproven that the strata breached any quorum obligations. The evidence explains why the strata proceeded in the way it did. I dismiss this claim.

***Issue #3. Must the strata investigate why AWM, JS, and the strata council members delayed in responding to the applicant's hearing request?***

42. As noted earlier, the applicant requested a hearing on July 5, 2023. The strata held the requested hearing on August 15, 2023.
43. SPA section 34.1 says that an owner may request a council hearing by written application stating the reason for the request. If such a request is made, the strata council must hold a hearing within 4 weeks. I find this requirement is mandatory. So, I conclude that the strata breached SPA section 34.1 by failing to hold a hearing within 4 weeks.
44. The CRT has the authority to make orders that prevent or remedy a significantly unfair act or decision under CRTA section 123(2). Significantly unfair actions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, or inequitable. In applying this test, the owner's reasonable expectations may be relevant, but are not determinative. See *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126 and *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173.
45. In previous decisions, the CRT has awarded a remedy for breaches of SPA section 34.1 under its authority order remedies for significant unfairness. Here, I find that

failing to hold the hearing within the required timeframe did not result in significant unfairness. This is because the strata held the hearing, albeit 10 days late. The strata also attempted to address the applicant's concerns by providing the photos from BBP, though I acknowledge the applicant is dissatisfied with them. Put another way, I find that the strata acted unfairly by breaching SPA section 34.1, but not significantly so.

46. I also considered whether the applicant requested a hearing earlier, for June 19, 2023. I find they did not. Their April 28, 2023 email makes it clear that they only wished for owners to be made aware of the situation in the minutes. The applicant did not seek a specific decision by the strata under SPA section 34.1(3).
47. In summary, the strata did not act in a significantly unfair manner. So, I find the applicant is not entitled to a remedy. I dismiss this claim.

***Issue #4. Must the strata hold an SGM for the purpose of terminating AWM's contract?***

48. I have already dismissed the applicant's other claims. I find these are essentially the applicant's rationale for the requested order for the strata to hold an SGM about terminating AWM's contract. As I have found that the applicant's other claims unproven, I find there is no basis for making this requested order.
49. That said, even if the applicant's other claims had merit, I would still not make the requested order. SPA section 43(1) says that persons holding at least 20% of the strata corporation's votes may, by written demand, require that the strata corporation to hold a special general meeting to consider a resolution or other matter specified in the demand. The applicant has not attempted to gather the necessary votes. I find the requested order is both premature and an unwarranted intrusion on the strata's democratic processes.
50. I dismiss this claim.

## **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. I see no reason in this case not to follow that general rule. I therefore dismiss the applicant's claim for reimbursement of \$225 in CRT fees.
52. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicant.

## **ORDER**

53. I dismiss the applicant's claims.

---

David Jiang, Tribunal Member