



Civil Resolution Tribunal

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Civil Resolution Tribunal

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B E T W E E N :

PATRICIA CURTIN

APPLICANT

A N D :

The Owners, Strata Plan VIS 4673

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about disclosure of records and documents.
2. The applicant, Patricia Curtin¹, co-owns a strata lot in the respondent strata corporation, The Owners, Strata Plan VIS 4673 (strata). She is self-represented and a past president of the strata council. The strata is represented by a current strata council member.

3. The owner says the strata has failed or refused to provide records and documents captured by *Strata Property Act* (SPA) section 35 that she requested under SPA section 36. She asks for orders that the strata:
 - a. Provide her with the records and documents she requested but has not received, which I detail below,
 - b. Stop breaching SPA section 36 which addresses the mandatory disclosure of records and documents, and
 - c. Pay her \$5,000 for significantly unfair treatment by not providing the requested documents within the time frame required or at all, for the manner in which the strata treated her during council hearings, and for publishing “inaccurate and deceitful” meeting minutes about her requests.
4. The strata acknowledges the owner made multiple document requests and says it responded the best it could in compliance with SPA section 36. It acknowledges it did not provide certain documents and redacted parts of others primarily because it was concerned that releasing that information might jeopardize negotiations involving a new water supply and the strata’s insurance coverage. The strata also said it was concerned about owner privacy issues. The strata says it did not act significantly unfairly and asks that the owner’s claims be dismissed.
5. As explained below, I largely find in favour of the owner.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the 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.

7. 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, so I decided to hear this dispute through written submissions.
8. 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.

Preliminary Matters

Written statement, evidence and guidance

9. The owner uploaded her own 3-page written statement as evidence. The strata says this is contrary to what is published on the CRT website. It says the written statement should have been included in her submissions and not as evidence. It says it will not respond to her written statement and asks that I not consider it. The strata also asks that I dismiss irrelevant evidence. Finally, the strata objects to what it says is “helpful guidance” the CRT provided to the owner in the form of “helpful pdfs” but does not specify what the guidance was, or what the PDF documents were.
10. The owner argues there is nothing on the CRT’s website that states written statements will not be accepted as evidence. She also says she did not receive instructions not to upload her own written statement. I confirmed with CRT staff that the CRT website does not include information about an applicant uploading their own written statement as evidence. However, staff advised me that parties are told twice during the tribunal decision plan process not to upload their written submissions into evidence. I accept Patricia Curtin was given that information and decided to upload her written statement anyway. I have reviewed the statement and agree with the owner that she intended to provide contextual information and opinion where documentary evidence was lacking, but that does not justify her actions to go against staff instructions. In any event, I do not find the written statement adds to the owner’s submissions, so even though I have considered it, I

give it little weight. I also find it did not change the outcome of this dispute, so there are no resulting procedural fairness issues.

11. As for the strata's request that I "dismiss" the owner's irrelevant evidence, I note that parties are instructed to provide only relevant evidence. I have considered all of the evidence, but I put no weight on evidence I find is irrelevant.
12. The strata did not explain its concern about information the CRT provided to the owner, nor did it provide examples. However, I find the same information was likely given to the strata or the strata would not have been aware of it. Even so, I conclude the case management staff were simply preparing the parties for the tribunal decision process as they are required to do under CRTA section 23(1)(b) and (c) by assisting the parties to identify facts relevant to the dispute and suggesting evidence and information that would assist in resolving the dispute. In short, I am not persuaded the CRT process was procedurally unfair.

Alleged conflict of interest

13. In submissions, the strata alleges certain strata council members, including the owner when she was council president, contravened SPA section 32, which is about conflicts of interest, by voting on matters that affected them. This allegation was not included in the strata's Dispute Response. Remedies for breaches of section 32 are expressly excluded from the CRT's jurisdiction under CRTA section 122(1)(a). Thus, the CRT does not have jurisdiction over claims brought under SPA section 32. I decline to address the strata's allegations relating to conflicts of interest.

ISSUES

14. The issues in this dispute are:
 - a. What records and documents, if any, is the owner entitled to receive beyond what the strata has already provided?
 - b. Did the strata act significantly unfairly and if so, what is an appropriate remedy?

BACKGROUND, EVIDENCE AND ANALYSIS

15. As applicant in a civil proceeding such as this, the owner must prove her 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.
16. The strata was created in October 1998 under the *Condominium Act* and continues to exist under the SPA. It consists of 286 residential strata lots located on several hectares of land. The strata plan shows each strata lot is made up of 2 parts. First, a small part of each strata lot is located within a "strata lot building". There are 6 "strata lot buildings" located within the strata property. The bylaws refer to these parts of the strata lots as "storage units."
17. The other part of the strata lots are identified on the strata plan as "private yard areas". They range in area from less than 0.2 hectares to over 7 hectares.
18. In summary, each strata lot is comprised of a small storage unit located in a strata lot building and land (private yard areas) located elsewhere within the strata's property.
19. Land Title Office documents show the strata filed a consolidated set of bylaws on January 4, 2018, and several subsequent bylaw amendments. Except for bylaw amendments filed in 2024 and 2025, after the Dispute Notice was issued, I find these are the bylaws that apply to this dispute. I address relevant bylaws below as necessary.
20. The parties agree that the strata uses a communication platform called "StrataPress". The platform enables individual owners to electronically submit information and requests to the strata council and strata manager and receive information and responses. The majority of the communications between the owner and strata that relate to this dispute were made via this platform.

What records and documents, if any, is the owner entitled to receive beyond what the strata has already provided?

21. The parties have been involved in several previous CRT disputes. As a past present of the strata council, the owner has also represented the strata in other CRT disputes. Of note is *Curtin v. The Owners, Strata Plan VIS 4673*, 2023 BCCRT 541 (Curtin 2023). The applicant in this dispute was the primary applicant in Curtin 2023, which also addressed allegations that the strata failed to disclose records and documents. I decided Curtin 2023 and determined, at paragraphs 17 and 18, that the applicants' document requests were limited to requests made before May 25, 2022, the date the Dispute Notice was amended.
22. I considered whether any of the owner's document requests in this dispute included document requests made before May 25, 2022 and find they do not. Therefore, I find there are no issues about whether the requests before me here were previously considered or should have been considered in Curtin 2023.
23. The evidence establishes that the owner requested various records and documents on different dates. I summarize the owner's relevant requests as follows:
 - a. October 2022 – Engineering and professional documents for a new well and road improvements approved at the September 24, 2022 special general meeting,
 - b. December 4, 2022 - A list of owners and tenants, plus various additional requests for updated lists,
 - c. April 17, 2023 – Books of account for special levies approved at the March 5, 2022 SGM for the demolition of the storage units and at the September 24, 2022 SGM for the "Project Work/Loan Special Levy", and copies of all related canceled cheques. The September 24, 2022 special levy was for repairs to a common property roadway and sourcing a new well.
 - d. April 17, 2023 – correspondence between the strata and the strata lot 24 (SL24) owner between September 1, 2022 and March 31, 2023.
 - e. May 30, 2023 – Contract documents related to demolition of some storage

units, and

- f. July 28, 2023 – Expenses of the strata’s lawyer paid by the strata in relation to the Curtin 2023 dispute.

24. I address the owner’s requests below.

The law on records and documents disclosure

- 25. Relevant to this dispute, SPA section 35 requires the strata to prepare and keep a list of records and documents including a list of owners and tenants (section 35(1)(c)), books of account showing money received and spent and reason for the receipt of expenditure (section 35(1)(d)), written contracts to which the strata is a party (section 35(2)(g)), correspondence sent or received by the strata and council (section 35(2)(k)), and any reports obtained by the strata about repair and maintenance of major items in the strata such as engineering reports (section 35(2)(n.2)).
- 26. *Strata Property Regulation* (Regulation) section 4.1 generally addresses how long the strata must retain its records and documents. For lists of owners and tenants, the strata must only a current list. The strata must retain books of account for 6 years, written contracts for 6 years after the contract’s termination or expiry, and correspondence for 2 years. The strata must retain reports concerning major items “until the disposal or replacement of the items to which the reports relate”.
- 27. SPA section 36 requires the strata to make section 35 records and documents available for inspection or provide copies to an owner within 2 weeks of the request date, unless the request is for bylaws and rules, where the timeframe is 1 week. SPA section 36 and Regulation section 4.2 do not allow the strata to charge for inspection of records and documents but do allow it to charge a maximum fee of \$0.25 per copy, if copies are provided.
- 28. The SPA does not grant the strata any ability to refuse an owner’s request for records and documents captured by section 35, nor is the disclosure of records and documents contingent on their subject matter or the reason for the owner’s request. That means that disclosure requirements under SPA sections 35 and 36 are

generally mandatory but there are exceptions. These include information or documents in which a party is an owner who is involved in a lawsuit or a CRT proceeding under SPA sections 169(1)(b) and 189.4(c).

29. The strata's requirement to disclose records and documents has also been considered by the courts. *Kayne v. The Owners, Strata Plan LMS 2374*, 2007 BCSC 1610 is the leading case on a strata corporation's general disclosure requirements. I discuss *Kayne* further below.

30. I turn now to the owner's document requests.

Well and road repairs

31. In submissions, the owner acknowledges receipt of the "engineering/professional reports" for the new well and road repairs on September 28, 2023. Although this was about 10 months after the owner's request, I make no order for the strata to produce these documents again. I dismiss this aspect of the owner's claim.

Owners and tenants list

32. SPA section 35(1)(c)(i) says the strata must prepare a list of owners, including among other things, their strata lot addresses, mailing address if different, and strata lot numbers. Section 35(1)(c)(iii) says the strata must also prepare a list of tenants. The owner originally requested a list of owners and tenants on December 4, 2022. The strata responded by asking her to contact the strata manager, which she declined to do. She made another request on March 19, 2023. The strata responded saying the request would be delayed because it was changing strata managers. On April 3, 2023, the owner advised the strata was responsible for providing the lists and asked the strata to provide them. On April 4, 2023, the strata sent her what appears to be a list of mailing labels for all strata lots. The document is not dated and does not differentiate owners from tenants, although it appears to identify the strata lot associated with each name.

33. On June 12, 2023, the owner requested an updated list. The strata responded on June 27, 2023, stating that the April 4, 2023 list was unchanged. The owner disagrees with the strata that the April 2023 list was current because she said it did

not include tenants. I agree with the owner but note the strata appears to have provided compliant owner and tenant lists in October, November, and December 2023, which were uploaded as evidence. Those lists are not dated but the owner accepts she received a complete list of owners and tenants to December 2023. She does, however, say she is “not hopeful” of getting future lists of owners and tenants. As I have noted, the strata is obligated to provide owner and tenant lists within 2 weeks, and I expect the strata will comply with this requirement in future.

34. The strata provided extensive evidence about the reason the owner requested the lists. But, as set out in *Kayne* at paragraph 7, an owner is not required to give reasons for their document requests.
35. Based on the foregoing and that the last update the strata gave to the owner is now about 1.5 years old, I order the strata to provide the owner with a current list of owners and tenants in compliance with SPA section 35(1)(c)(i) and (iii) within 2 weeks of the date of this decision.

Books of account for special levies

36. SPA section 35(1)(d) says the strata must prepare “books of account showing money received and spent and the reason for the receipt or expenditure”.
37. At a March 5, 2022, SGM, the strata approved a special levy of \$1,700,000 to demolish the strata lot buildings. The levy was payable in 3 instalments starting April 1, 2022 and ending on June 1, 2022. At a September 24, 2022 SGM, the second installment was deleted, and the final payment date was extended to June 30, 2022.
38. The strata also approved another special levy at the September 24, 2022 SGM of \$1,652,500. The purpose of this levy was to repair a common property roadway and to find a new well to connect to the strata’s water system. The special levy was due in 3 installments starting October 15, 2022 and ending on June 1, 2023. The strata offered financing to owners whereby they could pay the special levy over 5 years starting on November 1, 2022.
39. On April 17, 2023, the owner requested the books of account for the 2 special levies

and related cancelled cheques. The strata did not reply by May 3, 2023, so the owner requested a council hearing. The owner admits the strata provided some documents by May 8, 2023, but that cheques issued by the strata manager and the books of account remained outstanding. The council hearing was held on May 18, 2023. By May 25, 2023, the council had provided the owner with the outstanding cancelled cheques and general ledgers for the special levies as follows:

- a. Storage building demolition - April 1, 2022 to April 30, 2023, and
- b. Road repair and new well – October 15, 2022 to April 30, 2023.

40. However, the owner says, and I agree, that the general ledger information provided did not include “details of the money received” as specified under section 35(1)(d) for each of the special levies. I disagree with the strata that an expert or accountant’s opinion is required to support the owner’s opinion. This is because I find the general ledger information included interest earned on the special levy funds and the accrued amounts due from individual owners, but did not include actual amounts received including loaned amounts. Therefore, it is not possible to determine the amount of funds the strata received from owners for each levy. The missing information is the accounts receivable for each special levy. With that information, the money received can easily be calculated as the difference between the accrued amount and the accounts receivable amount.

41. The strata says monthly financial statements are available to all owners through a document folder using StrataPress. However, my review of the financial statements in evidence provided does not identify the information the owner requested. Namely, there is only summary information provided for the special levies. Specifically, there is no evidence the strata has provided the owner with the accounts receivable or any other clarifying information to determine the actual amounts received from owners, so I order it to do so within 2 weeks of the date of this decision. I am not suggesting that accounts receivable information is required for each individual owner. Rather, I find the total accrued amount and total accounts receivable for each special levy is sufficient to meet the SPA requirements. I recognize that 3 years has passed since the strata lot building demolition special levy was due. However, I find it reasonable for the strata to meet the owner’s

request by providing the requested information so the owner can determine the amounts received and spent to the date of this decision.

SL24 correspondence

42. SPA section 35(2)(k) and Regulation 4.1 requires the strata to retain copies of all correspondence sent or received by the strata and council for 2 years.
43. On April 17, 2023, the owner also requested copies of correspondence between the strata and the owner of SL24 for the period September 1, 2022 to March 31, 2023. The evidence confirms the strata provided 5 items of correspondence on May 4, 2023. The owner objects to the 5 items containing redacted (blacked out) information, which she says is contrary to SPA section 35 and the strata's bylaws.
44. The strata submits that correspondence involving SL24 was special because it included information about the strata's negotiations for the potential source of a new well located on SL24. The strata feared the owner would interfere with its well negotiations with the SL24 owner, suggesting the owner had done so in the past, to which the owner strongly objects. In submissions, the strata admits it redacted the correspondence stating the "council could not take any chances that Ms. Curtin could approach the new owner of SL024 and jeopardize the only chance for additional potable water. We had no other choice, but to redact the contact info, email, phone number...."
45. The *Personal Information Protection Act* (PIPA) sets out how private organizations, such as the strata, can collect, use or disclose an individual's personal information. Section 18(1)(o) says that an organization may only disclose personal information about an individual, without consent, if the disclosure is required or authorized by law.
46. The CRT has previously considered whether strata corporations may refuse to provide copies of complaint letters on the grounds that they contain private information, based on PIPA. In several non-binding but persuasive decisions, CRT members have found that since disclosure is required under SPA section 36, a strata corporation may not withhold or redact correspondence when copies are

requested by an owner. See for example, *Macfarlane v. The Owners, Strata Plan 761*, 2024 BCCRT 220.

47. I agree with the decision in *Macfarlane* and adopt it here. I find the strata was obligated to provide unredacted copies of the requested correspondence to the owner. There is no legal reason for the strata not to provide unredacted copies, and the owner is not obligated to provide reasons for her request. In addition, the strata's own policy noted on its StrataPress platform is that unredacted copies of correspondence will be provided to owners who request them. Providing unredacted copies of correspondence is also consistent with bylaw 10(10), which requires the strata to adhere to its Personal Information Protection Policy.
48. From the strata's submissions, it appears that some unredacted correspondence involving SL24 was provided to the owner after the September 21, 2023 council hearing. However, it is not clear what information the strata provided or if it withheld some correspondence. Therefore, I order the strata to provide the owner with unredacted copies of all correspondence between the strata and the owner of SL24 for the period September 1, 2022 to March 31, 2023. The strata must do this within 2 weeks of the date of this decision and may not charge the owner for copies of any redacted correspondence it has already provided.

Strata lot buildings demolition contract

49. SPA section 35(2)(g) and Regulation section 4.1 requires the strata to retain copies of written contracts for 6 years after the contract's termination or expiry.
50. I provide a brief summary of the background information for context. The strata hired RDH Building Science Inc. (RDH) as its consulting engineer for the demolition of 6 of the strata lot buildings approved at the March 2022 SGM.
51. The owner requested a copy of the contract on May 30, 2023. On June 13, 2023, the strata advised the owner the contract had expired due to ongoing legal proceedings. However, based on an August 15, 2023 email from RDH to the strata, it is not clear whether a contract was accepted or if so, on what basis. This is better explained in a letter dated January 3, 2025 from RDH to the strata. Before the

Nanaimo Regional District (NRD) issued a building permit for a particular strata lot building, it required each owner to approve the demolition of that part of their strata lot.

52. Although the demolition was tendered on the basis of a single contract, the NRD requirement meant that only 1 strata lot building could be demolished in 2022 because 100% of the owners for only 1 building had approved demolition of that part of their strata lot. RDH advises that the successful contractor agreed to complete the work in phases, at the same contract rate per building, as the owners in each strata lot building provided their approval.
53. RDH says a demolition contract cannot be confirmed until 100% of the strata lot owners in a particular building give their approval. It also says the use of the 2022 rate is dependant upon the goodwill between the strata and the contractor and that 3 buildings were not yet demolished. In its letter, RDH recommends that the original tender results and demolition contractors not be made public on this basis. The strata relies on RDH's recommendation as reason not to provide the requested demolition contract.
54. The strata also says it was at risk of losing its liability coverage if all of the buildings were not properly demolished. However, there is nothing in the SPA or caselaw that exempts the strata from disclosing the demolition contract based on RDH's recommendations or its potential loss of liability coverage. Thus, I find the strata was wrong not to provide the owner with a copy of the demolition contract at the time of her initial request in 2023. However, the circumstances changed in October 2024.
55. On October 21, 2024, the strata commenced legal proceedings against the strata owners who had not provided approval for demolition of the part of their strata lot located in the strata lot buildings. The owner in this dispute is a named respondent in the Supreme Court petition commenced by the strata. As earlier noted, these circumstances mean the owner is not now entitled to a copy of the demolition contract under SPA section 169(1)(b) because she is a party to the petition. Therefore, I dismiss this aspect of her claim.

Strata lawyer's expenses

56. In July 2023, the owner requested copies of correspondence from or issued by the strata's lawyer because she wanted confirmation of the legal fees spent by the strata "to defend against a CRT case [she] was a claimant in". I find the CRT dispute referenced by the owner is Curtin 2023. At paragraph 122 of that decision, I said the strata could not charge any dispute-related expenses to the applicants. The owner was an applicant and dispute-related fees would have included legal expenses paid by the strata to defend the dispute brought by the owner and others.
57. I find the owner is essentially trying to enforce part of Curtin 2023. Under the CRTA, the CRT does not have the jurisdiction to enforce its own orders, so I cannot make any decisions about the owner's request to disclose legal fees paid by the strata to defend Curtin 2023. In any event, the owner says she received confirmation of the legal fees paid by the strata on September 28, 2023, so I find the owner's request is moot (of no legal consequence) and I dismiss this aspect of her claim.
58. Overall, I order the strata to provide the owner with the records and documents set out above and which I detail in my order below. I decline to order the strata to stop breaching SPA section 36 because the strata already has this obligation under the SPA.

Did the strata act significantly unfairly?

59. The owner says the strata treated her significantly unfairly by not providing her requested documents within the time frame required under the SPA or at all, for the manner in which the strata treated her during council hearings, and for publishing "inaccurate and deceitful" meeting minutes about her document requests.
60. The CRT has authority to make orders remedying a significantly unfair act or decision by a strata corporation under CRTA section 123(2). The legal test for significant unfairness is the same for CRT disputes and court actions. See *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113.
61. In *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126, the BC Court of Appeal interpreted a significantly unfair action as one that is burdensome, harsh, wrongful,

lacking in probity or fair dealing, done in bad faith, unjust or inequitable.

62. I will first address the owner's claims that the strata treated her significantly unfairly during council hearings and by publishing inaccurate and deceitful meeting minutes. I find the owner has failed to prove these claims. The only evidence about the council hearings are the owner's notes, the council's written decision, and the meeting minutes where the strata summarizes the issues. The owner asserts the strata treated her in a threatening and deceitful manner during the May 5, 2023 and September 21, 2023 council hearings. While it could be true that certain things were said at those meetings that did not appear in writing, based on the limited objective evidence before me, I cannot find the strata acted significantly unfairly at these meetings. As for producing incorrect minutes, the owner says the strata omitted key facts in the September 21, 2023 council minutes about her document request. I find the minutes provided a summary of the strata's decision, but I do not agree the strata "lied by omission" as the owner suggests. Rather, I find summary is not misleading.
63. The owner also says the September 28, 2023, minutes stated she had requested the owners and tenants list 5 times when she says she only requested the lists 3 times. I find it more likely that this was the strata's error rather than an intentional misstatement of the facts. For these reasons, I dismiss these aspects of the owner's claim.
64. In *King Day Holdings Ltd. v. The Owners, Strata Plan LMS3851*, 2020 BCCA 342, the BC Court of Appeal confirmed that the reasonable expectations of an owner may be relevant but is not necessarily a determining factor. I find the reasonable expectations test is relevant here when determining if the strata followed the SPA requirements to provide records and documents. The test for assessing an owner's reasonable expectations is from *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44:
- a. What was the applicants' expectation?
 - b. Was that expectation objectively reasonable?
 - c. Did the strata violate that expectation with a significantly unfair action or

decision?

65. Here, I find the owner's reasonable expectation was the strata would follow the mandatory requirements of SPA section 36 and provide documents she requested within the required 2 week timeframe. As noted above, the strata did not provide professional reports on the well and road repairs nor lists of owners and tenants within the statutory 2 week period. It also did not provide unredacted correspondence it exchanged with the SL24 owner or the demolition contract for the strata lot buildings as required under the SPA. Therefore, I find the strata's actions concerning disclosure of these records and documents was significantly unfair to the owner.
66. I turn now to the owner's claim for damages.
67. As the owner correctly states, the CRT has awarded damages several times where the significantly unfair action did not directly impact the owners' use and enjoyment of their strata lot or common property. In *Lozjanin v. The Owners, The Owners, Strata Plan BCS 3577*, 2019 BCCRT 481, the CRT awarded \$1,000 in damages after the strata corporation repeatedly refused to hold a hearing. In *Der v. The Owners, Strata Plan EPS2809*, 2022 BCCRT 182, the CRT awarded \$1,000 in damages when the strata corporation wrongly reneged on its agreement to cancel a chargeback. In *Choi v. The Owners, Strata Plan VR 315*, 2021 BCCRT 664, the CRT awarded \$100 when the strata corporation unjustifiably ejected the applicant from a meeting. In *Hart v. The Owners, Strata Plan VR 172*, 2023 BCCRT 529, the applicant was awarded \$1,500 because the strata corporation ignored multiple requests for a hearing. I find that these disputes reflect that in some circumstances, monetary damages are an appropriate way to remedy significantly unfair actions or decisions.
68. Here, I agree with the owner that the strata knew or ought to have known the mandatory nature of disclosing records and documents considering its involvement in Curtin 2023. I find the strata's failure to provide the owner with the requested documents she was entitled to receive within 2 weeks of her request was likely frustrating to the owner creating bad feelings and causing her to request 2 council

hearings. Had the strata provided the documents, council hearings would likely not have been necessary. I find that this entitles the owner to damages.

69. I turn then to the amount. The owner claimed \$5,000. Overall, I find the delay or failure by the strata to provide the records and documents here is comparable to the damages awarded in *Lozjanin* and *Hart* which both resulted from the strata corporation's repeated failure to hold council hearings. The damages awarded in those decisions were \$1,000 and \$1,500 respectively. Here, I find the strata's repeated refusal to issue records and documents, even after a council hearing, is likely worse than a strata corporation's failure to hold a hearing. On this basis, I award the owner \$1,500.

CRT FEES AND EXPENSES

70. 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. The owner paid \$225 in CRT fees and the strata paid none. Given the owner's was generally successful, I order the strata to pay her that amount.
71. Neither party claimed dispute-related expenses, so I order none.
72. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the owner.

DECISION AND ORDERS

73. Within 2 weeks of the date of this decision, I order the strata to provide the owner:
- a. A current owners and tenants list as set out under SPA section 35(1)(c)(i),
 - b. An accounts receivable or other information to allow the owner to determine the actual money received from owners for the special levies approved March 5, 2022, and September 24, 2022, and
 - c. Unredacted copies of all correspondence between the strata and the owner of

SL24 for the period September 1, 2022 to March 31, 2023.

74. Within 2 weeks of the date of this decision, I further order the strata to pay the owner a total of \$1,725, broken down as follows:
- a. \$1,500 for damages relating to significant unfairness, and
 - b. \$225 for CRT fees.
75. The owner's remaining claims are dismissed.
76. The owner is entitled to post-judgement interest under the *Court Order Interest Act*, as applicable.
77. 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 in which it is filed.

J. Garth Cambrey, Tribunal Member

¹ The Civil Resolution Tribunal (CRT) has a policy to use inclusive language that does not make assumptions about a person's gender. As part of that commitment, the CRT asks parties to identify their pronouns and titles to ensure the CRT addresses them respectfully throughout the process, including in published decisions. Patricia Curtin provided her pronouns, but did not provide her title. So, I will refer to her as "owner" and use her preferred pronouns in this decision.