



# Civil Resolution Tribunal

Date Issued: July 11, 2025

File: ST-2023-013182

Type: Strata

Civil Resolution Tribunal

Indexed as: *Wilding v. The Owners, Strata Plan LMS 3900*, 2025 BCCRT 949

B E T W E E N :

GAVIN WILDING

**APPLICANT**

A N D :

The Owners, Strata Plan LMS 3900

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Kristin Gardner, Vice Chair

## INTRODUCTION

1. This is a final decision dismissing this dispute because it is out of time under the *Limitation Act*.
2. The applicant, Gavin Wilding, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan LMS 3900. He says that in November and December

2018, he experienced 2 water leaks in his strata lot, which caused extensive damage. He says the strata was responsible for the leaks and claims \$13,845 for repairs.

3. The strata says Mr. Wilding's claims about the 2018 leaks have already been addressed in a previous CRT dispute. The strata also says Ms. Wilding's claim is out of time under the *Limitation Act*.
4. Mr. Wilding is self-represented. 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). 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.
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. Here, I find there are no credibility issues to resolve, and I am properly able to assess and weigh the documentary evidence and submissions before me. Bearing in mind the CRT's mandate to provide proportional and speedy dispute resolution, I find that an oral hearing is not necessary in the interests of justice.
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.

## ISSUE

8. The issue is whether Mr. Wilding's claim is out of time or has already been decided in another CRT dispute.

## EVIDENCE AND ANALYSIS

9. A CRT case manager referred this matter to me for a preliminary decision when this dispute was in the case management phase. I have reviewed the Dispute Notice, the Dispute Response, and the parties' submissions and evidence on the preliminary issues raised.
10. CRTA section 13 says that the *Limitation Act* applies to CRT claims. *Limitation Act* section 6 says the basic limitation period to file a claim is two years after the claim is "discovered". At the end of the two-year limitation period, the right to bring a claim ends, even if the claim otherwise would have been successful.
11. *Limitation Act* section 8 says a claim is "discovered" on the first day the person knew, or reasonably ought to have known, that the loss or damage occurred, that it was caused or contributed to by an act or omission of the person against whom the claim may be made, and that a court or tribunal proceeding would be an appropriate way to remedy the damage.
12. Mr. Wilding filed his application for CRT dispute resolution on December 29, 2023. So, if he discovered his claim before December 29, 2021, it is out of time under the *Limitation Act*.
13. In the Dispute Notice, Mr. Wilding stated he became aware of his claim on June 6, 2023. He says that on that date, the tenant in the strata lot below his advised that they noticed water coming from above and they believed it was coming from Mr. Wilding's unit. The strata apparently called a plumber to investigate and determined that Mr. Wilding's toilet had leaked, which Mr. Wilding denies. In any event, the strata charged back the plumber expense to Mr. Wilding, and the tenant in the below strata lot asked Mr. Wilding to pay their repair expenses.

14. However, this dispute is not about the 2023 incident. Rather, it is about previous water leaks that happened on November 26, 2018 and December 11, 2018. Mr. Wilding says water poured into his strata lot on those dates, from what appeared to be the upper outside window. He says the leaks were the strata's responsibility, and he claims his \$13,845 repair costs from those 2018 water leak incidents.
15. The courts have found that an applicant discovers their claim when they have actual or constructive knowledge of the material facts upon which a plausible inference of liability can be drawn against the respondent (see *Grant Thornton LLP v. New Brunswick*, 2021 SCC 31). It is not necessary for the applicant to know the exact extent of the loss. It is sufficient to know that some loss has occurred (see *Peixeiro v. Haberman*, 1997 CanLII 325 (SCC)).
16. The strata provided a December 5, 2018 email that Mr. Wilding sent to the strata manager stating that the leak was a "strata building structure issue" and that the strata would be paying for it. Based on that email, I find that Mr. Wilding discovered his claim by December 5, 2018, at the latest, because by that date he was aware of damage that was the result of water ingress from outside the building and was alleging the strata was responsible. In other words, I find Mr. Wilding reasonably ought to have known he had a claim against the strata for repair expenses by December 5, 2018.
17. I disagree with Mr. Wilding that his claim arises from events in 2023. I infer he takes that position because he believes the strata dealt with the 2023 leak differently than it dealt with the 2018 leaks. However, I find that the strata's conduct in 2023 has no bearing on when Mr. Wilding discovered his claim for water damage related to the 2018 leaks.
18. I find the applicable limitation period for Mr. Wilding's claim for repair costs expired on December 5, 2020, at the latest. So, I find he filed this claim out of time under the *Limitation Act*. I dismiss Mr. Wilding's claim on that basis.

19. Given this conclusion, it is unnecessary for me to consider the strata's argument that the claims were already decided in a previous CRT dispute.
20. Under section 49 of the CRTA and CRT rules, a successful party is generally entitled to recovery of their CRT fees and reasonable dispute-related expenses. The strata did not pay any fees or claim any expenses. I dismiss Mr. Wilding's claim for reimbursement of CRT fees.

## **ORDER**

21. I dismiss Mr. Wilding's claims.

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Kristin Gardner, Vice Chair