



# Civil Resolution Tribunal

Date Issued: July 31, 2025

File: ST-2023-011080

Type: Strata

Civil Resolution Tribunal

Indexed as: *Robbins v. The Owners, Strata Plan LMS 1915*, 2025 BCCRT 1083

B E T W E E N :

MARK ALAN ROBBINS

**APPLICANT**

A N D :

The Owners, Strata Plan LMS 1915

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. This dispute is about a chargeback for restoration expenses following a leak in a strata lot.
2. The applicant, Mark Alan Robbins, owns strata lot 37 in the respondent strata corporation, The Owners, Strata Plan LMS 1915. There was a leak in a water

supply line. The strata hired a restoration company to repair damage to SL37 and to common property it says the leak caused. The strata charged these expenses back to SL37's strata lot account. Mr. Robbins asks that I order the strata to reverse the \$3,447.66 chargeback, on the basis that it was made without proper authority. They also say the chargeback was too high.

3. The strata disputes Mr. Robbins' claim. It says since the leak originated in SL37, it properly charged back the restoration expenses to SL37's strata lot account under the strata's bylaws.
4. Mr. Robbins is self-represented. The strata is represented by a strata council member.

## **JURISDICTION AND PROCEDURE**

5. The Civil Resolution Tribunal (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. These are the CRT's formal written reasons.
6. 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 I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary in the interests of justice and fairness.
7. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, even where the information would not be admissible in court.

## ISSUES

8. The issues in this dispute are:

- Did the strata have the authority to impose the \$3,447.66 chargeback on SL37's strata lot account?
- If so, was the chargeback too high?

## EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Mr. Robbins must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence, but only refer to the information I find necessary to explain my decision.
10. The strata was created in 1995 under the *Condominium Act*, and continues to exist under the *Strata Property Act* (SPA). It consists of 68 strata lots in a four-story building. SL37 is on the first floor.
11. In June 2011, the strata filed a new set of bylaws at the Land Title Office. The strata filed two bylaw amendments after that, but neither applies to this dispute. I refer to the relevant bylaws below as necessary.

### ***Background***

12. Mr. Robbins' tenant noticed a leak in a water supply line on January 28, 2023. Mr. Robbins asked their tenant to contact the strata for emergency repair services. The strata hired C&C Electrical Mechanical to investigate, and C&C attended on the morning of January 29. According to its invoice, C&C discovered leaking water from an uncapped supply line. It capped the line, tested it for proper operation, and cleaned up the site.
13. Also on January 29, after C&C had finished its work, Belfor Property Restoration attended to provide additional repair services. Belfor's 12 hour report records the leak's cause as a failed water supply line. The line was reportedly damaged when

SL37's refrigerator was being moved into place. Belfor moisture mapped both SL37 and a common property hallway, and installed drying equipment. The report notes structural damage to SL37's tile, baseboards, drywall, carpet, and cabinets. Belfor's January 29 daily report (undisputedly misdated January 30) also indicates a "small amount" of demolition would be required, as "tile grout is all deteriorated so water is under tile".

14. The strata wrote to Mr. Robbins on February 8 telling them a \$610.05 chargeback had been imposed on SL37's strata lot account for C&C's emergency plumbing work. It wrote again on June 19 to advise that \$3,447.66 had been charged back for Belfor's restoration services.
15. Mr. Robbins paid the chargeback for the emergency plumber. However, they say they are not responsible for the \$3,447.66 Belfor expense, because the strata's bylaws do not allow it to initiate work in a strata lot and then charge back that expense to the owners. Mr. Robbins distinguishes between C&C's work, which they say they essentially requested, and Belfor's work, which they say they did not. Mr. Robbins also says there was very little water damage, and the restoration expenses are too high. They suggest the strata and Belfor confused the January 2023 leak with an earlier August 2022 leak, where escaping water in the strata lot above SL37 caused significantly more damage.

***Did the strata have the authority to impose the \$3,447.66 chargeback on SL37's strata lot account?***

16. The CRT has consistently found there are 3 ways a strata can hold an owner responsible for repair expenses following a leak from their strata lot. See, for example, *The Owners, Strata Plan VR824 v. Moise-Hanover*, 2024 BCCRT 1139. The one relevant to this dispute is that the strata may charge repair costs to an owner if authorized by a valid and enforceable bylaw. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512, and the non-binding but persuasive reasoning in *Rintoul et al v. The Owners, Strata Plan KAS 2428*, 2019 BCCRT 1007.

17. I note that bylaw 2(1) requires a strata lot owner to repair and maintain their own strata lot. The exception to this is those parts of a strata lot the strata must repair and maintain under the bylaws.
18. Bylaw 8 sets out the strata's repair and maintenance obligations. Bylaw 8(2) says a strata's duty to repair and maintain a strata lot is restricted to things related to a building's structure, and other parts of the real property. Bylaw 8(3) describes the strata's right to charge back to strata lot owners expenses it incurs in fulfilling its repair and maintenance duties. I summarize bylaw 8(3) as follows:
- A strata lot owner will be responsible for loss or damage, however caused, to a strata lot, common property or assets, or limited common property that originates in their strata lot, up to the amount of the strata's insurance deductible.
  - An owner will reimburse the strata for the expense of repairing or remedying the loss or damage, up to the amount of the strata's insurance deductible.
  - Any amount the owner is responsible for will be considered an expense chargeable to the owner and added to their assessment, and will become payable when the next monthly assessment is due.
19. In other words, where a leak or other fault originates in a strata lot, the owner is liable for resulting loss or damage to property the strata is responsible for repairing and maintaining, up to the strata's insurance deductible.
20. I find an owner's obligations to repair and maintain their strata lot under bylaw 2(1), and the strata's limited obligations to repair and maintain parts of a strata lot under 8(2), limit the strata's ability to charge back expenses it incurs to remedy loss or damage under bylaw 8(3). That is, I find bylaw 8(3) does not give the strata an unfettered right to initiate any work to a strata lot, and then require the owner to pay for it. Determining whether an owner must pay for the work the strata has done to its strata lot under bylaw 8(3) is a factual exercise carried out on a case-by-case basis.

21. Here, the parties do not dispute that the leak originated in SL37, and based on C&C's invoice, I am satisfied it did. The strata hired Belfor to address resulting damage. Given the nature of leaks and their ability to impact a building's structure, I find the escaping water likely triggered the strata's repair and maintenance obligations under bylaw 8, including within SL37.
22. In these circumstances, I find the strata was authorized to charge back the fees for repairing or remedying loss or damage to SL37 and the common property hallway arising from the leak, including the amount for Belfor's restoration work.

***Was the chargeback too high?***

23. Having found the strata's chargeback authority in the bylaws, the next question is whether the chargeback was too high. Specifically, did Belfor's restoration expenses properly relate to the January 2023 leak?
24. Mr. Robbins says the strata and Belfor confused the "minor" leak in SL37 in January 2023 with a "major" leak in the strata lot directly above SL37 in August 2022. They say correspondence they received from the strata's property manager about the January 2023 leak describes the August 2022 leak, including mentioning the source of the leak as being the strata lot above SL37. The August 2022 leak caused damage to SL37 involving the kitchen walls, ceiling, and floor, and the living room floor. Mr. Robbins' position is that the January 2023 leak caused no damage to SL37, or to the common property. They note the photos in Belfor's reports, which they mention are undated but do not dispute were taken on January 29, show no water damage in the kitchen or in the common property hallway.
25. The strata disagrees. It says the January 2023 leak was not minor. It relies on Belfor's invoice, which attaches a breakdown of services provided over more than a week, and drying equipment that was used for up to seven days. The strata also relies on witness emails. JS, who lives in the strata lot next to SL37, wrote they remembered water leaking into the hallway and fans and dehumidifiers operating for about a week. They also reported speaking to Mr. Robbins' tenant, who told them they recalled water leaking into the hallway and SL37's walls being opened. I place

limited weight on JS's evidence as it is somewhat vague, and could describe JS's recollection of the August 2022 leak rather than the January 2023 leak. I place no weight on Mr. Robbins' tenant's hearsay evidence, given it is about an issue central to this dispute.

26. I find the breakdown of labour and equipment in Belfor's invoice, and the description of the damage in its reports, are the best evidence of the restoration expenses incurred to remedy the January 2023 leak. While the damage described may be similar to the damage Belfor reported for the August 2022 leak, this does not mean Belfor confused the two leaks. I find it is more likely that the January 2023 leak resulted in similar damage to the earlier leak, but on a smaller scale. As for the reference to the leak originating in the strata lot above SL37, that was the strata's error, not Belfor's. I find Belfor's reports clearly show it was addressing the leak in SL37 in January 2023.
27. Belfor's invoice breakdown includes its employees' names and the number of hours they spent working to remedy the damage between January 29 and February 8. It also sets out the specific equipment and supplies used. I agree it is difficult to see the extent of the water damage from the photos in evidence, particularly as some are in black and white and far away. However, the photos show SL37's appliances pulled out and drying equipment placed in different locations. Importantly, there is no evidence Belfor's charges were excessive for the work it did.
28. In these circumstances, I find the strata was entitled to 1) rely on Belfor's professional experience in water leak restoration, 2) accept its advice and recommendations, 3) pay its invoice, and 4) charge back the invoice amount to SL37's strata lot account.
29. Based on all the above, I dismiss Mr. Robbins' claim.
30. 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. Mr. Robbins was unsuccessful, so I dismiss their claim

for CRT fees. The strata did not pay any fees, and neither party claims dispute-related expenses.

31. The strata must comply with section 189.4 of the SPA, which includes not charging Mr. Robbins for dispute-related expenses.

## **ORDER**

32. I dismiss Mr. Robbins' claims.

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Megan Stewart, Tribunal Member