



# Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Soltani v. The Owners, Strata Plan BCS 3495*, 2025 BCCRT 1087

B E T W E E N :

FERDOWS SOLTANI

**APPLICANT**

A N D :

The Owners, Strata Plan BCS 3495

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

J. Garth Cambrey

## INTRODUCTION

1. This strata property dispute is about common property alterations.
2. The applicant, Ferdows Soltani, co-owns strata lot 186 in the respondent strata corporation, The Owners, Strata Plan BCS 3495. I will refer to the applicant's strata lot as SL186 and the respondent strata corporation as the strata. Mr. Soltani is self-represented. The strata is represented by a strata council member.

3. SL186 is a commercial strata lot that Mr. Soltani leases out. In about July 2023, Mr. Soltani started completing tenant improvements in SL186 for a new restaurant. He says the bylaws do not require commercial strata lot owners to obtain the strata's written permission to carry out improvements necessary for operating a business. He says the improvements must instead be carried out under the supervision of licenced professionals and in compliance with municipal regulations. Part of the improvements to SL186 included minor changes to drainpipes in and below SL186, relocation and the addition of one fire sprinkler within SL186, and the installation of a commercial fire suppression system for a new kitchen in SL186, which required a connection to the building's fire panel. Mr. Soltani says the strata delayed or refused to give him access to common property areas to alter the plumbing and sprinkler system and refused to allow him to connect his kitchen fire suppression system to the strata's fire panel. I take Mr. Soltani's position to be that the strata acted unfairly.
4. Mr. Soltani seeks orders that the strata provide access to common property areas necessary for him to complete the SL186 improvements and permit him to connect the kitchen fire suppression system to the building's fire alarm panel.
5. The strata denies it refused or delayed approval of Mr. Soltani's SL186 improvements. It disagrees with Mr. Soltani's interpretation of the bylaws and says commercial strata lot owners are required to get the prior written permission of the strata before altering common property. The strata says his intended changes to the drainpipes and fire sprinklers and connecting the kitchen fire suppression system to the fire alarm panel all involved alterations to common property. Further, it says the intended alterations were significant, such that they were captured under *Strata Property Act* (SPA) section 71 and required the strata to pass a  $\frac{3}{4}$  vote to allow the changes before the strata could approve them.
6. According to the strata, it did not hold a general meeting to consider approval of Mr. Soltani's requested alterations because he started this proceeding. In submissions, it says that connecting the kitchen fire suppression system to the strata's fire alarm panel would be an inconvenience to the residential strata lot owners and that Mr. Soltani can install an in-suite alarm panel, so connecting to the strata's fire alarm panel is not necessary. The strata asks that Mr. Soltani's claims be dismissed.

7. As explained below, I find the strata must allow Mr. Soltani to connect his fire suppression system to the fire panel. I dismiss his remaining claims because I find the strata approved his change in alteration methods.

## **JURISDICTION AND PROCEDURE**

8. 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.
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. 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. I therefore 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. In submissions, Mr. Soltani says he paid additional expenses to his contractors and lost business income from the restaurant operation because of the strata's refusal or delay in addressing his requests in a timely way. He calculates his additional contractor expenses to be \$8,349.20 and his lost business income to be \$495,684.00. This totals \$504,003.20. His claim for damages was not included in the Dispute Notice. Further, Mr. Soltani did not fully identify the amount of his damages until his reply submissions, although he did provide evidence about the amounts. He asks the CRT to consider including his claimed damages in this

dispute, stating he did not include them because he was unsure if the CRT would accept them.

12. The purpose of a Dispute Notice is to define the issues and provide notice to the respondent of the claims against it. Procedural fairness requires that a party must be notified of claims against it and have a fair opportunity to respond. Therefore, I find it would be procedurally unfair for me to consider Mr. Soltani's damages claim here. I also note that the CRT rules permit an applicant to amend a Dispute Notice to add claims and remedies, but Mr. Soltani did not do that here. I therefore decline to address Mr. Soltani's claim about alleged damages.

## **ISSUES**

13. The issues in this dispute are:

- a. Did Mr. Soltani's improvements require the strata's approval under the bylaws?
- b. Were Mr. Soltani's improvements a significant change to the use or appearance of common property under SPA section 71?
- c. Did the strata treat Mr. Soltani significantly unfairly?
- d. What is an appropriate remedy, if any?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

14. As applicant in a civil proceeding such as this, Mr. Soltani must prove his 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.
15. The strata plan shows the strata was created on July 13, 2009, under the *Strata Property Act* (SPA). It is a mixed-use strata corporation consisting of 642 strata lots in 3 high-rise buildings built in 3 phases. SL186 is a commercial strata lot constructed in phase 2. It is located on the ground floor of one of the strata's

buildings, at least partially above a common property bike and storage locker room. The strata plan for phase 2 was filed on July 6, 2012. Mr. Soltani purchased SL186 on July 12, 2012.

16. The strata's owner developer filed bylaws different from the Standard Bylaws with the Land Title Office (LTO) on July 13, 2009. These are the bylaws that apply to this dispute. The strata filed additional bylaw amendments with the LTO between June 2011 and April 2022, but I find none are relevant to this dispute. I note the bylaws create 2 separate sections consisting of commercial and residential strata lots. SL186 is in the commercial section. However, on my review, the applicable bylaws are those of the strata corporation only, so I find there is no need to consider adding the commercial section as a respondent to the dispute. I discuss relevant bylaws below, as necessary.
17. I provided the following undisputed facts for context.
18. On June 7, 2023, Mr. Soltani provided the strata with a completed application form to add a kitchen to SL186. On July 24, 2023, the City of Coquitlam issued Mr. Soltani a building permit approving the kitchen installation and he started his tenant improvements.
19. In early August 2023, Mr. Sontani asked the strata for access to the common property bike and locker storage room below SL186 so his plumber could complete drainpipe alterations affecting SL186.
20. By September 13, 2023, Mr. Soltani had also informed the strata that he needed to alter the location of fire sprinklers in SL186 and add a fire suppression system for the new kitchen. On September 19, 2023, the strata manager advised Mr. Soltani that the strata council had denied his applications regarding the plumbing work and fire suppression system, without providing any further details.
21. Mr. Soltani requested a council hearing on September 22, 2023, to discuss the strata's reasons for denying his requests. He said he believed that the commercial strata lot owners do not need the strata's approval to renovate their strata lots. On October 12, 2023, he emailed the strata to clarify his access requirements for the

plumbing and that the fire sprinklers for SL186 needed to be turned off to allow for that work to be completed. The strata did not respond or hold a council hearing, but Mr. Soltani approached the strata manager and council president after its November 9, 2023 annual general meeting, and they told him the matter would be resolved quickly.

22. In a further email exchange between the parties in November and December 2023, The strata said it required Mr. Soltani to pay for its contractor to oversee the plumbing and fire sprinkler work. It also said he needed to sign documents so his contractors could access the common property. I infer the documents were to indemnify the strata for Mr. Soltani's work. Mr. Soltani ultimately agreed to these things.
23. On January 5, 2024, the strata manager advised Mr. Soltani that the strata considered his fire sprinkler request to be a significant alteration to common property that required approval through a  $\frac{3}{4}$  vote at a general meeting. The manager advised that Mr. Soltani would be responsible for all costs associated with drafting the  $\frac{3}{4}$  vote resolutions, an indemnity agreement, and the cost to conduct the general meeting. By February 5, 2024, Mr. Soltani agreed to accept the strata's conditions, sign an agreement, and pay its requested expenses.
24. Mr. Soltani filed his dispute application with the CRT on May 10, 2024.
25. At that time, Mr. Soltani had not received any of the strata's documents despite making several requests for them. He decided to complete the plumbing and fire sprinkler alterations from within SL186 with the City's permission, because the strata had not granted him access to the common property. The strata admits it did not provide documents, approve access, or call the general meeting because Mr. Soltani started these proceedings. It appears the plumbing and fire sprinkler alterations were completed and passed by the City by the end of September 2024, leaving only the connection of the kitchen fire suppression system to the strata's fire panel to be completed.
26. Mr. Soltani arranged for the strata's fire equipment contractor to connect the fire suppression system to the strata's fire panel on November 14, 2024. Despite

several emails exchanged among Mr. Soltani, the strata, the City, and the contractor, the strata denied the connecting the system to the fire panel even though it was aware that fire suppression systems in 3 other commercial strata lots were already connected to the strata's fire panel. The strata now says Mr. Soltani can install his own fire panel, independent of the strata's fire panel.

27. Throughout the entire process, Mr. Soltani consistently advised the strata that delays in approving his requests were financially costly to him because the restaurant was unable to open for business.

***Did Mr. Soltani's improvements require the strata's approval under the bylaws?***

28. I summarize the following relevant bylaws (my emphasis):

Bylaw 2.5(1)(f) says an owner must obtain the strata's prior written approval before altering **common property located within the boundaries of a strata lot**.

Bylaw 2.5(2) says the strata must not unreasonably withhold its approval under bylaw 2.5(1)(f) but may require the owner to take responsibility for any expenses relating to the strata lot alteration.

Bylaw 2.5(4) says despite the other parts of bylaw 2.5, a commercial strata lot owner is not required to obtain the strata's prior written approval before altering a **commercial strata lot**, provided the alteration is in accordance with the applicable bylaws, rules, and regulations of the City or other relevant governmental authority.

Bylaw 2.6(1) says an owner must obtain the strata's prior written approval before altering **common property** or **common assets** and provide evidence of insurance coverage relating to the alteration if requested by the strata.

Bylaw 2.6(2) says the strata may require the owner to take responsibility for any expenses relating to the common property alteration.

Bylaw 3.1(2) says the strata must repair and maintain **common assets** and **common property** that has not been designated as limited common property.

29. Based on these bylaws, I find Mr. Soltani requires the strata's approval to alter common property and common assets, but not his strata lot. The question then is: which alterations, if any, involve common property or common assets?
30. From the overall evidence, I find it likely that Mr. Soltani did comply with municipal regulations given his correspondence with the City. This is because he appears to have obtained the necessary permits to complete plumbing and sprinkler work and has not opened the restaurant because the City has not approved his fire suppression system because it is not connected to the fire panel. I now address the 3 specific requests made by Mr. Soltani in relation to the bylaws.

#### The drainpipes

31. The strata says the pipes are common property and therefore the strata's responsibility under SPA section 72 and bylaw 3.1(2), which both confirm the strata's responsibility. Mr. Soltani says SL186 was sold without plumbing and drainpipes, which is supported by an email written to the strata by the commercial section executive president. He says his last tenant in SL186 installed the pipes, so as owner, he accepted responsibility for them. But that does not mean the drainpipes are common property.
32. In *Taychuk v. Owners, Strata Plan LMS 744*, 2002 BCSC 1638 at paragraph 28, the court stated that pipes that are connected to pipes that service all the units, such that they are intended to be used in connection with the enjoyment of another strata lot, are common property that were the strata's responsibility to repair and maintain.
33. The court in *Fudge v. Owners, Strata Plan NW 2636*, 2012 BCPC 409 confirmed that a component that forms part of an overall system is common property even if it is located wholly within a strata lot. *Fudge* considered a water backup from a washing machine inside a strata lot, where the washing machine's discharge hose was connected to a common drainpipe installed in the wall. The court found that the



discharge pipe from the washing machine was integrated with the pipe system in the walls and was therefore capable of being used in connection with the enjoyment of the common property. The court determined that the drainage system was an integrated whole that fell within the definition of common property.

34. Following *Taychuk* and *Fudge*, I find the drainpipes from SL186 are common property, so Mr. Soltani required the strata's approval to alter them.

#### *The sprinkler heads*

35. From the drawing provided in evidence, SL186 required 6 sprinkler heads to be relocated and one new sprinkler head to be installed. Although the work was contained to SL186, I find it more likely than not that the sprinkler lines in SL186 are connected to the building's sprinkler lines. Therefore, following, *Taychuk* and *Fudge*, I find the sprinkler lines in SL186 are also common property, so Mr. Soltani also required the strata's approval to alter them.

#### *The fire suppression system*

36. There is no question the fire suppression system is owned by Mr. Soltani and only services SL186, so the system itself is not common property or a common asset. However, the City requires the system to be connected to the strata's fire panel, so I have considered whether Mr. Soltani requires the strata's approval to connect to the suppression system to the fire panel.
37. I find the strata's fire panel is either a common asset or common property. SPA section 1(1) defines a common asset as personal property held by the strata and common property to include that part of the buildings shown on a strata plan that is not part of a strata lot.
38. I do not need to determine whether the fire panel is common property or a common asset because bylaw 2.6(1) requires an owner to obtain the strata's approval before altering either of those things.
39. I next consider if connecting the suppression system to the fire is captured under bylaw 2.6(1) as an alteration. The Merriam-Webster online dictionary, found at

merriam-webster.com, defines alteration to mean to make different without changing into something else. Although details of how the fire suppression system would be connected to the fire panel were not provided, I infer such a connection would be through a physical wire connection. I find this meets the definition of alteration under bylaw 2.6(1), so, I find Mr. Soltani requires the strata's approval to connect his fire suppression system to the fire panel.

***Were Mr. Soltani's improvements a significant change to the use or appearance of common property under SPA section 71?***

40. SPA section 71 requires a strata corporation to pass a  $\frac{3}{4}$  vote before it approves a significant change in use or appearance of common property except in certain circumstances that do not apply to this dispute.
41. The SPA does not define "significant change", but it is well established that the factors to consider for changes to common property are those set out in *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333. A significant change depends on several factors that may result in different outcomes for different alterations. In *Foley*, the court set out a non-exhaustive list of factors to consider when deciding whether a change is significant, which I summarize as follows:
  - a. Is the change visible to other residents or the general public?
  - b. Does the change affect the use or enjoyment of a strata lot or existing benefit of another strata lot?
  - c. Is there a direct interference or disruption because of the changed use?
  - d. Does the change impact the marketability or value of a strata lot?
  - e. How many strata lots are in the strata and what is the strata's general use?
  - f. How has the strata governed itself in the past and what has it allowed?
42. The strata says Mr. Soltani's changes are significant, while Mr. Soltani argues the opposite. The strata did not provide reasons why it believes Mr. Soltani's alterations are significant, and Mr. Soltani only briefly addressed the connection to the fire panel. He asserts that the connection was pre-wired at the time of construction, so

he asserts it is a simple matter to make the connection, which he says is not an alteration.

43. For the following reasons, I find that none of Mr. Soltani's requests represent a significant change in use or appearance of common property. I will address each of them in turn.

#### *The drainpipes*

44. Mr. Soltani says, and the strata does not dispute, that he completed drainpipe alterations within SL186 necessary to accommodate the new restaurant. Based on the factors set out in *Foley*, I find the change to common property pipes was not significant. Specifically, the change is not visible to other residents or the general public because it was made within SL186. It is also likely the change does not affect the use and enjoyment or benefit of another strata lot nor cause a direct interference or disruption because it was made within SL186. There is no objective evidence relating to the remaining factors, so overall, I find the changes to the drainpipes were not significant.

#### *The sprinkler heads*

45. I reach the same conclusion about the relocation and addition of sprinkler heads within SL186 based on the same factors and analysis.

#### *The fire suppression system*

46. The only remaining question is whether the connecting the fire suppression system to the strata's fire panel represents a significant change to the use or appearance of common property or a common asset, as set out in section 71. I find it does not.
47. Again, the physical connection of the suppression system to the fire panel by wires is likely not visible to any resident or the general public as the connection would be in the fire panel behind its cover or within SL186. I also do not find the connection itself would affect the use and enjoyment or benefit of another strata lot nor cause a direct interference or disruption.
48. However, based on a written statement from the strata fire equipment contractor, I

agree with the strata that if the suppression system was triggered, the building's general alarm would also likely be triggered. The strata argues this would have a negative effect the 628 residential owners in all 3 buildings because all elevators and parkade entrance/exit gates would be shut down automatically, which its contractor confirmed. However, triggering of the fire panel would have the same effect on the commercial strata lot owners. It would be no different than if a fire detection device was triggered in any other strata lot and something that I find is reasonable in order to protect all residents from a potential building fire.

49. Again, there is no objective evidence relating to the remaining factors set out in *Foley*, so overall, I find the changes to the fire panel as a result of connecting the fire suppression system to it would not be significant.
50. Finally, I note that the parties agree that 3 other commercial strata lots have fire suppression equipment connected to the fire panel. Mr. Soltani says it would be significantly unfair to deny him the same opportunity as those owners. I agree with his point. While the strata provided letters it had written to the other owners about allegedly contravening bylaw 2.6, the outcomes of the alleged contraventions are not before me. Therefore, I find it unclear if the allegations are true and, if so, what action the strata intends on taking against the other owners. Specifically, whether the fire suppression systems for those owners will be permitted to be connected to the fire panel.
51. For these reasons, I find Mr. Soltani's request to connect his fire suppression system to the fire panel does not require a  $\frac{3}{4}$  vote under SPA section 71.

***Did the strata treat Mr. Soltani significantly unfairly?***

52. 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.
53. In *Dolnik*, the court said that significant unfairness under CRT section 123(2) includes oppressive conduct, which has been defined as conduct that is

burdensome, harsh, wrongful, lacking in probity or fair dealing, or has been done in bad faith. It also includes unfairly prejudicial conduct, which has been defined as conduct that is unjust or inequitable. The conduct must be more than mere prejudice or trifling, citing *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, at paragraph 85.

54. The court in *Dolnik* also found that, when considering a request for relief under CRT section 123(2), the CRT must consider and answer 2 questions:

- a. Examined objectively, does the evidence support the asserted reasonable expectation of the applicant?
- b. Does the evidence establish that the reasonable expectation of the applicant was violated by action that was significantly unfair?

55. Here, I find Mr. Soltani had an expectation that the strata would reasonably enforce its bylaws and act in accordance with the SPA when considering his requests. I find this expectation was reasonable.

56. I pause to note that SPA section 26 says the strata council must exercise the powers and perform the duties of the strata including bylaw enforcement, Further, when performing the strata's duties, the strata council must act reasonably. See *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32 at paragraph 237.

57. I further note there is no question the strata must follow the requirements of the SPA.

58. As noted above, Mr. Soltani requested access to the bicycle and storage locker room below SL186 in August 2023 so he could alter some of the drainpipes, which he stated he would do at his cost. In September 2023, he also requested access to common property to turn the fire sprinklers off in SL186 so he could have the sprinklers relocated with one addition. As I have found, both of these requests required the strata's approval. The strata denied his requests on September 19, 2023, without providing any reasons. I find Mr. Soltani's requests were reasonable and posed no issues to the strata since the work was only related to SL186, would

be done by professional contractors, and was approved by the City. I find the strata's denial was unreasonable, especially considering it initially gave no reasons or its decision. I also find it was unfairly prejudicial to Mr. Soltani for the strata to refuse access knowing Mr. Soltani was unable to open the new restaurant until the work was done.

59. I find the strata's actions continued to be unreasonable when it incorrectly determined that Mr. Soltani's requests were significant within the meaning of SPA section 71. I have found they were not and that there was no need to have the strata owners vote on requested changes. I find the strata's insistence that the work must be approved by a  $\frac{3}{4}$  vote of the owners was not only incorrect, but cause for further unreasonable delay.
60. As for approving the connection of the fire suppression system to the fire panel, the strata again incorrectly determined the connection was a significant change to common property causing further delay to Mr. Soltani. I find it was unreasonable for the strata to continue to raise new things it required of Mr. Soltani only to deny him the fire panel connection. This is especially true considering the City clarified the fire panel connection was necessary, and the strata's own contractor confirmed it was willing to connect the equipment, at Mr. Soltani's cost. For the strata to now expect Mr. Soltani to install a separate fire panel within SL186 is burdensome and harsh and there is no evidence the City would accept it.
61. Overall, I agree with Mr. Soltani that the strata caused unreasonable delay in approving what I find are fairly routine requests of a commercial strata lot owner. I find the strata acted unreasonably when enforcing its bylaws and contrary to SPA section 71 when it suggested the alteration requests were significant. As a result, I find the strata's actions were burdensome, harsh, and unfairly prejudicial to Mr. Soltani, such that it treated him in a significantly unfair manner.

### ***What is an appropriate remedy?***

62. Although the strata initially took the position that Mr. Soltani required its approval for the drainpipe and fire sprinkler alterations, I find it abandoned that position and implicitly agreed to the completed work which the City approved. This is evident from the strata's submissions and correspondence that now only addresses the fire panel connection.
63. Based on my analysis above that the strata acted significantly unfairly and that the connection does not require the strata to pass a  $\frac{3}{4}$  vote, I find it appropriate to order the strata to allow Mr. Soltani to connect his fire suppression system to the fire panel. The strata must immediately allow Mr. Soltani to make the necessary connection through a qualified contractor and subject to the City's approval, as required.

### **CRT FEES AND EXPENSES**

64. 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. Mr. Soltani paid \$225 in CRT fees while the strata paid none. Neither party claimed dispute-related expenses, so given Mr. Soltani's success, I order the strata to pay him \$225 for CRT fees.
65. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Soltani.

### **DECISION AND ORDER**

66. I order that the strata:
- a. Immediately allow Mr. Soltani to connect the kitchen fire suppression system in SL186 to the building's fire panel provided the work is completed by a qualified contractor and if required, approved by the City, and

- b. Within 15 days of the date of this decision, pay Mr. Soltani \$225 for CRT fees.
67. Mr. Soltani's remaining claims are dismissed.
68. Mr. Soltani is entitled to post-judgement interest under the *Court Order Interest Act*, as applicable.
69. 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.

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J. Garth Cambrey, Tribunal Member