



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Goodarzi v. The Owners, Strata Plan LMS 112*, 2025 BCCRT 1124

B E T W E E N :

EISA GOODARZI

APPLICANT

A N D :

The Owners, Strata Plan LMS 112

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about water damage to a strata lot.
2. The applicant, Eisa Goodarzi, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan LMS 112. I will refer to the respondent as the strata. Mr. Goodarzi is self-represented. A strata council member represents the strata.

3. Mr. Goodarzi says water entered his strata lot from the building exterior and the strata failed to repair water damage sustained to his strata lot and wooden table. He claims \$37,000 for the repairs.
4. The strata says it is not responsible for the repairs and asks that Mr. Goodarzi's claims be dismissed.
5. As explained below, I dismiss Mr. Goodarzi's claims.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal or CRT. The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* or 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.
9. Mr. Goodarzi provided evidence after the deadline established by CRT staff. The strata objected to the late evidence and asks that it not be considered. I have reviewed the late evidence, which consists of an email with embedded copies of evidence already provided. Therefore, I allow the late evidence but note it does not change the outcome of my decision.

ISSUE

10. The sole issue in this dispute is whether the strata is responsible to repair Mr. Goodarzi's strata lot and personal property.

BACKGROUND, EVIDENCE AND ANALYSIS

11. In a civil proceeding such as this, as applicant, Mr. Goodarzi 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.
12. The strata was created in August 1991 under the *Condominium Act* and continues to exist under the *Strata Property Act* or SPA. It consists of 39 residential strata lots located in a single 3-storey building. Mr. Goodarzi's strata lot is located on the ground level.
13. Land Title Office documents show the strata filed a consolidated set of bylaws on February 8, 2022, which I infer replaced the Standard Bylaws. The strata filed 2 subsequent bylaw amendments, but I find none are relevant. I discuss relevant bylaws below as necessary.
14. The parties agree that water entered Mr. Goodarzi's strata lot around his dining room or kitchen window in November 2021. Following a physical investigation by the strata's contractors, the strata determined that a horizontal piece of wood located on the exterior of the building above the window was rotted and in need of repair.
15. At the time of the inspection, and as a temporary measure, one of the strata's contractors applied caulking to the wood. Mr. Goodarzi did not report any further leaks around the window after this work was completed. In August or September 2023, the strata completed permanent repairs by replacing the rotted wood. None of this is disputed.

Is the strata responsible to repair Mr. Goodarzi's strata lot and personal property?

16. In order for Mr. Goodarzi to be successful, he must prove the strata's insurance would cover the damage, the strata is responsible for his claimed repairs under the SPA or bylaws, or the strata was negligent such that the damage to his strata lot and personal belongings was foreseeable.
17. For the following reasons, I find the strata is not responsible to repair Mr. Goodarzi's strata lot or his personal property. I will address each of the scenarios mentioned above in turn.
18. The strata argues that its insurance did not respond to Mr. Goodarzi's strata lot damage claim because the cost to repair it was below the deductible. Based on the certificate of insurance submitted by the strata, I agree with the strata that the deductible is \$25,000 for water damage. Mr. Goodarzi does not dispute this, so I accept that is the case.
19. The strata argues its contractor estimated the cost to repair Mr. Goodarzi's strata lot was no more than \$1,000, which is confirmed in a 2021 from the contractor. The strata's contractor also provided a report dated November 20, 2024, that reiterates this opinion and details its investigations into the cause of the water damage in Mr. Goodarzi's strata lot. According to the strata's contractor, the damage included moisture at the base of the window trims, at the drywall on each side of the window near the windowsill, and at the baseboards below the window. The report also states that Mr. Goodarzi refused the contractor's repair quotation because he felt the strata should pay the cost.
20. Mr. Goodarzi claims the cost to repair the water damage in his strata lot is \$16,000, but he did not provide any evidence to support that cost, such as quotation. Based on the photographs provided, which show only minor damage, I agree with the strata and its contractor that the \$1,000 estimate is reasonable. Therefore, I find the strata's insurance was not triggered.
21. I turn now to the SPA and bylaws. SPA section 72 and bylaw 8(b) require the strata to repair and maintain common property that has not been designated as limited

common property. SPA section 1(1) defines common property to include parts of building shown on a strata plan that are not part of a strata lot. Section 68 confirms the boundary of a strata lot as the midpoint of the structural portion of the wall, floor, or ceiling that divides a strata lot from another strata lot or common property, unless a different boundary is established on the strata plan. Here, the strata plan does not establish a different boundary, so the boundary is as set out in section 68. That means the building exterior is common property.

22. Bylaw 2(1) requires an owner to repair and maintain their strata lot unless the bylaws say otherwise. Bylaw 8(d) says the strata must repair and maintain certain parts of a strata lot such as the exterior of the building and doors and windows that front on the common property. So even if the building exterior is part of the strata lot, which I have found it is not, the strata would be responsible to repair and maintain it. However, as noted, rotted wood on the building exterior was determined to be the cause of the leak and the strata repaired it.
23. 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 and *Slosar v The Owners, Strata Plan KAS 2846*, 2021 BCSC 1174, at paragraph 66.
24. Mr. Goodarzi says the strata only repaired the building exterior because he started these proceedings. While that may be true, Mr. Goodarzi did not argue, and there is no evidence, that any delay in permanent repairs caused further damage to his strata lot. Therefore, to the extent Mr. Goodarzi argues the strata's delay caused further damage, I find his argument unproven. I find the strata's actions to replace the wood were reasonable, even though the work was completed almost 2 years after the leak occurred. I say this largely because the temporary caulking repair was effective.
25. As for Mr. Goodarzi's claim for table repairs, there are no bylaws that make the strata responsible for an owner's personal property. I also note that the courts have found the strata is not obligated to act as an insurer or otherwise indemnify Mr.

Goodarzi, as set out in *John Campbell Law Corp. v. Owners, Strata Plan 1350*, 2001 BCSC 1342 at paragraph 18. On this basis, I dismiss Mr. Goodarzi's claim for repairs to his personal property.

26. I now consider whether the strata was negligent in its duty to repair exterior leak. To prove negligence, Mr. Goodarzi must show that the strata owed him a duty of care, the strata breached the standard of care, he sustained damage, and the damage was caused by the strata's breach. See *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27, at paragraph 3.
27. I have found SPA section 72 establishes that the strata has a duty to repair the common property, including the building exterior outside Mr. Goodarzi's strata lot. However, *Slosar* establishes that the strata's standard of care is reasonableness, and I have found the strata acted reasonably in repairing the building exterior. In particular, there is no evidence the strata was aware of the leak and did nothing to repair it. On the contrary, the strata's contractor caulked the exterior wood, which stopped the leak, and the strata had the wood replaced at a later date. Further, Mr. Goodarzi did not argue additional damage occurred between the temporary caulking repairs in 2021 and the permanent repairs in 2023. Therefore, Mr. Goodarzi cannot succeed in a claim of negligence.
28. For these reasons, I dismiss Mr. Goodarzi's claims.

CRT FEES, EXPENSES AND INTEREST

29. 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. Goodarzi was not successful, and the strata did not pay CRT fees, so I make no order for CRT fees.
30. Mr. Goodarzi did not claim dispute-related expenses. The strata claims \$327.60 for the cost of its contractor's November 20, 2024 report, which I relied on. It provided a copy of the contractor's December 3, 2024 invoice and I find the cost of the work was reasonable. Given the strata was successful in its defence of Mr. Goodarzi's claims, I order Mr. Goodarzi to pay the strata \$327.60.

31. The *Court Order Interest Act* or COIA applies to the CRT. However, COIA section 2 says interest must not be awarded on costs, which I find includes dispute-related expenses. Therefore, I make no order for pre-judgement interest on the cost of the strata contractor's report.
32. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Goodarzi.

DECISION AND ORDER

33. I dismiss Mr. Goodarzi's claims.
34. Within 15 days of the date of this decision, I order Mr. Goodarzi to pay the strata \$327.60 for the cost of its contractor's report, and
35. The strata is entitled to post-judgement interest under the COIA, as applicable.
36. 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