



Civil Resolution Tribunal

Date Issued: August 13, 2025

File: ST-2023-007863

Type: Strata

Civil Resolution Tribunal

Indexed as: *Featherstone v. The Owners, Strata Plan LMS 4025*, 2025 BCCRT 1135

B E T W E E N :

PAMELA FEATHERSTONE, CHRISTINE HELEN SCHWOB and
ROBERT JEAN SCHWOB

APPLICANTS

A N D :

The Owners, Strata Plan LMS4025

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. The applicants, Pamela Featherstone, Christine Helen Schwob, and Robert Jean Schwob, are owners in the respondent strata, The Owners, Strata Plan LMS 4025. The applicants dispute the strata's decision making around several items installed and the colour palette used in the strata's interior upgrade project. The applicants

say the strata installed several items and used a colour scheme that was different from what the owners approved. The applicants seek an order for the strata to install the items that were originally presented and voted on.

2. The strata says it made minor changes to the upgrade project to meet budget and supply issues and delivered the project \$300,000 under budget. The strata says the project is now finished and the applicants have not specified what items should be changed. The strata also says there is no legal basis to grant the applicants' request to change the items installed or the colour palette.
3. Ms. Featherstone represents the applicants. The strata council president represents the strata.

JURISDICTION AND PROCEDURE

4. 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.
5. 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 that 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 that an oral hearing is not necessary in the interests of justice and fairness.
6. 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.

ISSUE

7. The issue in this dispute is whether the strata must change part of its interior upgrade to more closely conform to the original design approved by the owners.

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities (meaning more likely than not). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.

Background

9. The strata consists of 100 strata lots in 2 adjoining multi-story buildings. In a January 6, 2022, special general meeting (SGM) the owners voted to hire a design company to prepare designs for an interior upgrade project. On April 28, 2022, the strata held a SGM to approve the proposed design and budget for the project. The strata also voted to approve the designer's recommended neutral and light colour scheme of beiges and browns.
10. The interior upgrade consisted of redecorating the reception areas in both buildings as well as the main lobby, a billiards room, a fireside lounge, a piano lounge, and an activities room. The work also included upgrading the concierge desks in both buildings.
11. At the April 28 meeting, the strata passed the following resolutions:
 - a. Approving the changes set out in the Design Concepts and Colour Schemes document prepared by the interior designer,
 - b. Approving a neutral or light colour scheme of beiges and browns as recommended by the interior designer instead of a dark colour scheme of blues and greens.

Did the strata need owner approval for further design changes?

12. The applicants say that after receiving owner approval, the strata made the following changes to the design:
- a. Changed the colour scheme, overall look and cohesiveness, from predominantly beige and brown to predominantly grey and black,
 - b. Changed some furniture, lighting fixtures, and accessories to predominantly grey and black,
 - c. Eliminated some items that were specified in the approved upgrade, including some furniture,
 - d. Introduced items that were not included in the approved upgrade, such as wall art items.
13. The applicants provided a critique of the finished upgrade in their evidence. In their critique, the applicants outline all the differences between the design proposal and the finished upgrade. The applicants say that the strata was not authorized to make any changes to the design proposal unless those changes cost less than \$1,000 or unless the strata sought further owner approval. The applicants also say that the finished upgrade should have conformed exactly to the design proposal. The applicants say the strata should provide the upgrade that was originally presented.
14. I find that the resolutions as passed at the April 28 meeting do not provide a monetary limit that triggers the strata's obligation to seek owner approval of proposed further changes.
15. The strata says the finished renovation conformed to the approved design intent and the approved colour scheme. The strata says the owners were provided with two colour palette options, a lighter colour palette and a darker colour palette. The strata says it used the lighter colour palette as approved.
16. Although the applicants do not expressly reference Strata Property Act (SPA) section 71, I find that the applicants argue that, by not seeking owner approval for

the further changes, the strata's actions breached SPA section 71. That provision requires the strata to get approval from the owners before making a significant change in the appearance of common property.

17. I acknowledge that a construction project often requires minor design changes because of product availability or issues identified during construction. It would be impractical and overly onerous for a strata to seek owner approval for every minor change arising during a construction project. So, I accept that a strata must have some latitude to depart from a design in consultation with its experts, provided that the changes are not significant. But I find that SPA section 71 requires the strata to obtain owner approval if it makes significant changes to the approved design. In other words, I find the strata cannot get approval for one design and then change the design during the construction process so that the finished product is a significant change from what was proposed and approved.
18. So, I find that the question is whether the strata's design changes amounted to a significant change from the approved design proposal.
19. In *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333, the BC Supreme Court set out a non-exhaustive list of factors to consider when deciding whether a change is significant:
 - a. Is the change visible to other residents or the public?
 - b. Does the change affect the use or enjoyment of a unit or existing benefit of another unit?
 - 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 units 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?
20. Here, I find that the change at issue is the change between the originally approved design and the design that the strata completed.

21. The strata provided the designer's original rendering drawings with annotated comments and comparison photos of the finished renovation. The designer says that it added wall art in one of the lobbies and moved the concierge desk over to accommodate power access to the desk. The designer says it changed from round tables to square tables in one building's lounge to match the furniture selection in the other building's lounge. In a fireside lounge, the designer removed floor lamps because there were no power outlets in the middle of the floor. The designer also removed a table and chairs in the fireside lounge due to overcrowding concerns. The designer removed a table, chairs and a low bench in the piano lounge to reduce overcrowding. The designer also says it relocated the TV in the games room to a different wall because it determined the TV was more useful in the revised location. The pictures also show that the designer removed a partition in the activity room to make the room more flexible to use as a yoga studio.
22. As for the alleged colour scheme changes, I find that the pictures of the lobbies show a colour scheme that includes beiges and browns, while the colour scheme in the piano lounge and the games room appears to be more grey than beige or brown. Specifically, I find that the floor treatments, walls and the furniture in these rooms appear more grey than beige or brown. So, I find that the colour scheme in the piano lounge and games room does not conform with the approved beige or brown colour scheme.
23. Weighing the Foley factors, I find that the lighting changes and the furniture substitutions are only visible when comparing the design proposal drawings to pictures of the completed work. Unless someone is comparing the original renderings to the current furnishings, I find that the differences are not immediately visible. Since the changes to furnishing and lighting occurred to the common property lobby and other rooms, I find that the changes did not occur to a unit and so did not affect the use or enjoyment of a unit. That said, to the extent that the common property is shared by all owners, I find that the furniture and lighting changes affected all unit owners to the same degree. None of the parties provided evidence that the changes caused a direct interference or disruption beyond the interference or disruption caused by the renovation itself. Neither party provided

evidence that the changes affected the marketability or value of the strata units. So, I find that the lighting and furniture substitutions were not significant changes and I find that a $\frac{3}{4}$ vote under SPA section 71 was not required before making the furniture substitutions and lighting changes.

24. Applying the Foley factors to the colour scheme, I find that the grey colour scheme in the games room and piano lounge is a visible difference from the colour scheme in the lobby and other rooms. I find that the change to the colour scheme in the games room and piano lounge was a significant change and so required a $\frac{3}{4}$ vote under SPA section 71.
25. Foley says that the proper remedy for a significant change without a vote, contrary to section 71 of the SPA, is to order a vote on whether to keep the change. I order the strata to call a SGM within 120 days of the date of this decision. The SGM must include a vote on the approval of the colour scheme in the games room and piano lounge. I order the strata to hold the SGM within 30 days of calling it.

CRT FEES AND EXPENSES

26. 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. The applicants were partially successful, so I find that they are entitled to \$112.50 for half of their CRT fees.
27. The strata says the applicants should be ordered to pay the strata's legal costs. CRT rule 9.5(3) says that the CRT will only order reimbursement of legal fees in strata property claims in extraordinary circumstances. The strata says the applicants' claim was vexatious and had no reasonable prospect of success and so the strata should be entitled to its legal fees. While the applicants' claim was only partially successful, I do not find that this factor alone creates extraordinary circumstances that would warrant reimbursement of the strata's legal fees. So, I dismiss the strata's request for an order to pay its legal fees.

28. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicants.

ORDERS

29. I order the strata to call a special general meeting (SGM) within 120 days of the date of this decision. The SGM must include a vote on the approval of the colour scheme in the games room and piano lounge. I order the strata to hold the SGM within 30 days of calling it.
30. I order the strata to pay the applicants \$112.50 in CRT fees.
31. The applicants are entitled to post-judgment interest under the Court Order Interest Act.
32. 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 that it is filed in.

Mark Henderson, Tribunal Member