



Civil Resolution Tribunal

Date Issued: August 20, 2025

File: ST-2024-007641

Type: Strata

Civil Resolution Tribunal

Indexed as: *Hilton v. Griffiths*, 2025 BCCRT 1162

B E T W E E N :

STEVEN JOSEPH HILTON

APPLICANT

A N D :

IFAN WYN GRIFFITHS, VERONIKA JANA HOLEK, and The Owners,
Strata Plan VR 101

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

Maria Montgomery

INTRODUCTION

1. The applicant, Steven Joseph Hilton, owns and lives in a strata lot in the respondent strata corporation, The Owners, Strata Plan VR 101. Mr. Hilton alleges that barbecue use by his neighbours, the respondents Ifan Wyn Griffiths and Veronika Holek, is a nuisance and safety hazard. He asks for an order that they stop using

their barbeque. He also says that the strata has failed to accommodate his medical conditions. Mr. Hilton asks for an order that the strata enforce its nuisance bylaw against Mr. Griffiths and Ms. Holec and that the strata amend strata council meeting minutes. He is self-represented.

2. Mr. Griffiths and Ms. Holec deny that their barbeque use is a nuisance or violates any bylaws and ask that I dismiss Mr. Hilton's claims. They are self-represented.
3. The strata says that it has taken reasonable steps to address Mr. Hilton's complaints and concerns. It asks that I dismiss this claim. The strata is represented by a strata council member.
4. For the following reasons, I dismiss Mr. Hilton's claims.

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. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I have considered the potential benefits of an oral hearing. Here, I am properly able to assess and weigh the documentary evidence and submissions before me. So, the CRT's mandate to provide proportional and speedy dispute resolution outweighs any potential benefit of an oral hearing. I find that an oral hearing is not necessary in the interests of justice. I therefore decided to hear this dispute through written submissions.

7. 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.

Admissibility of Late Evidence

8. The strata asked to submit late evidence that consisted of a letter from a former owner. I find that a letter from a former owner bears no relevance to this dispute, which is about Mr. Hilton's complaints about barbecue use by current owners. As the CRT must consider procedural fairness within the context of its mandate that includes speedy and economical resolution of disputes, I decline to allow the late evidence.
9. Mr. Hilton provided late evidence in this dispute regarding his dispute-related expenses. Given my decision below, there is no need for me to consider this late evidence.

ISSUES

10. The issues in this dispute are:
 - a. Have Mr. Griffiths and Ms. Holek violated the strata's bylaws?
 - b. Has the strata failed to accommodate Mr. Hilton or treated him significantly unfairly?
 - c. Must the strata amend its meeting minutes?

EVIDENCE AND ANALYSIS

11. In a civil claim such as this, Mr. Hilton must prove his claims on a balance of probabilities. This means more likely than not. While I have read all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
12. The background facts are largely undisputed. The strata consists of 44 strata lots in a low-rise building that provide residential apartment-style housing. Mr. Hilton owns

and lives in strata lot 32 on the third floor. The respondent owners, Mr. Griffiths and Ms. Holek, live on the ground floor in strata lot 3, 2 floors directly below Mr. Hilton.

13. The strata's bylaws are registered in the Land Title Office. The relevant bylaws are part of a new set of bylaws adopted on November 30, 2001, which replaced all previous bylaws and amendments. There are subsequent amendments which are not relevant.
14. Bylaw 3 says that an owner must not use a strata lot in a way that a) causes a nuisance or a hazard to another person, b) causes unreasonable noise, or c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
15. The respondent owners moved into strata lot 3 sometime in 2022. In May 2023, Mr. Hilton observed them using a barbecue on their patio and advised them that barbecue use was not permitted in the strata. They stopped using the barbecue at that time and consulted with the strata manager who advised that there were no bylaws restricting barbecue use.
16. A few weeks later, Mr. Hilton again observed the respondent owners using the barbecue and told them it was not permitted. Mr. Hilton followed up in an email to Mr. Griffiths on May 21, 2023. He provided strata council meeting minutes from 2014, which documented the strata's decision to enforce nuisance bylaws for barbecue smoke that may effect another unit. In follow up emails, Mr. Hilton said that the barbecue smoke enters his home even if his windows and doors are closed and that chemicals produced by barbecue smoke cause his heart to react negatively. Mr. Hilton also said that the barbecue was a hazard because it was not adequately ventilated.
17. On June 9, 2023, Mr. Hilton complained to the strata of the respondent owners' barbecue use. He said the barbecue use was against strata bylaws and cited concerns of impact to his heart and lungs as well as lack of ventilation.

18. The strata contacted Vancouver Fire Rescue Services (VFRS) for more information about safe barbecue use. VFRS responded via email on July 5, 2023, that propane barbecues are permitted on private property and that “common sense such as using it outside and away from combustibles will apply.”
19. On July 12, 2023, the strata responded to Mr. Hilton’s complaint in a formal letter stating that it had determined that the respondent owners’ barbecue use did not violate any bylaws. The strata said there were no bylaws prohibiting barbecue use, and the respondent owners did not use the barbecue in a way that constituted a hazard. The strata repeated the communication from VFRS, said there was no objective evidence of an impact to air quality or of excessive smoke and noted the respondent owners were operating the barbecue in an ordinary manner. The strata concluded the barbecue emissions were consistent with those expected of a residential barbecue. The strata said it was seeking an updated legal opinion and invited Mr. Hilton to provide any relevant information.
20. In his reply emails, Mr. Hilton said that the barbecue is a hazard because it is not well ventilated and that every use impacts his heart condition. Mr. Hilton provided a list of dates and times when barbecue use in the building negatively impacted his heart and lungs as well as the strata council minutes from 2014. Mr. Hilton stated that the smoke comes directly into his home, disrupts his enjoyment of his home, and damages his health. He said the effects remain for hours.
21. Mr. Hilton sent the strata a letter from Dr. Rachel Loebach dated July 18, 2023, that said due to his “underlying chronic medical concerns” Mr. Hilton should not be exposed to smoke of any kind, including barbecue smoke “as this may exacerbate his underlying medical condition and negatively impact his health.”
22. On August 29, 2023, the strata emailed Mr. Hilton and the respondent owners and invited all parties to an on-site meeting with 3 council members to discuss the barbecue use concerns and the strata council’s proposals for a resolution. The respondent owners replied that they were happy to attend a meeting. Mr. Hilton

replied that the strata could send him details of possible solutions in writing for him to consider.

23. On September 20, 2023, the strata sent a letter to Mr. Hilton and the respondent owners. The strata maintained that barbecue use was not in violation of bylaws, and that the barbecue was not a hazard. The letter set out a proposed accommodation, noting that the strata did not know Mr. Hilton's disability or medical condition.
24. The accommodation required the respondent owners to advise Mr. Hilton of barbecue use 6 hours in advance and use a fan to direct emissions away from the building. In return, Mr. Hilton was required to close his windows and doors during the barbecue use. The strata said if Mr. Hilton was not willing to accept the arrangement, it would require 1) an independent air quality assessment by an expert in the presence of at least 2 strata council members and 2) additional information from a qualified medical professional about Mr. Hilton's specific medical condition.
25. In emails dated September 20, 21, and 23, 2023, Mr. Hilton said that he disagreed with the proposed arrangement and that the barbecue use caused a measurable increase in his blood pressure, sore lungs and coughing.
26. The respondent owners began informing Mr. Hilton of their intention to barbecue as required by the accommodation. They complained to the strata on March 20, 2024, that Mr. Hilton sprayed water from his balcony directly onto their barbecue.
27. On March 31, 2024, Mr. Hilton reported to the strata that he felt dizzy, lightheaded and a rush of blood to his head due to smoke from the respondent owners' barbecue.
28. At Mr. Hilton's request, the strata held a hearing on April 8, 2024, about barbecue use. Mr. Hilton requested that the council not allow the use of barbecues, that any barbecues follow manufacturer safety requirements, and that owners follow their barbecue manuals. The strata council decided to consider the issue further.

29. On April 16, 2024, Liam Marcoux, a fire inspector from VFRS, emailed the strata, saying that they had visited the property in response to a complaint about a particular barbecue. The fire inspector noted that the use of barbecues on outdoor patios or balconies is not prohibited, provided that owners are following manufacturer safety recommendations. They noted that it may be beneficial for the strata to have regulations in place for the placement and use of barbecues. They provided the relevant Vancouver Fire Bylaw which requires that “safety measures should be observed regarding clearances of overhead decks or other structures and other combustible surfaces, and adequate ventilation around the unit.”
30. Mr. Hilton sent further complaints to the strata about the barbecue on April 19, June 1, July 2, and July 18, 2024.
31. On July 17, 2024, the respondent owners complained that Mr. Hilton poured drops of scented oil onto the barbecue while in use on 3 occasions, damaging patio furniture. They included a video of drops of oil being shaken from a dispenser by someone on an overhead balcony and a photo of damaged patio furniture cushions.
32. The strata sent Mr. Hilton bylaw infraction letters for unacceptable harassment and nuisance and told the respondent owners that they were no longer required to inform Mr. Hilton about their barbecue use. Mr. Hilton did not deny that he sprayed water or poured drops of scented oils.
33. On August 20, 2024, the strata held a hearing at Mr. Hilton’s request regarding his concerns of barbecue use. Mr. Hilton requested that the strata enforce manufacturer’s safety requirements and abide by VFRS’s direction. The strata decided to address the barbecue use issue by presenting a vote for owners at an annual general meeting.
34. On September 4, 2024, Mr. Hilton sent an email to the strata complaining about the barbecue. He included a graph that shows a measurable change at 6pm. Mr. Hilton said this graph is from air quality measurements. However, he provided no information to the strata about the device used, the units being graphed, or under what circumstances the air quality was measured.

35. On February 27, 2025, the strata adopted a bylaw allowing propane or electric barbecues under certain conditions. A resolution to prohibit barbecues did not pass.

Have Mr. Griffiths and Ms. Holek violated the strata's bylaws?

36. As noted above, the strata's bylaws do not prohibit barbecues. However, Bylaw 3 prevents an owner from using a barbecue in a way that causes a nuisance or a hazard to another owner or unreasonably interferes with the rights of other owners to use and enjoy the common property. So, the question here is if the respondent owners have caused a nuisance or hazard to Mr. Hilton or whether their barbecue use has unreasonably interfered with his right to enjoy his strata lot.

Nuisance or unreasonable interference

37. Mr. Hilton says he suffers from heart and lung conditions that are exacerbated by the barbecue smoke. The respondent owners dispute that Mr. Hilton suffers any ill effects because that they have observed Mr. Hilton standing on his balcony filming them while they barbecue without making any effort to cover his face or avoid the barbecue smoke.
38. In the strata context, a nuisance is a substantial, non-trivial, and unreasonable interference with the use and enjoyment of property. See *The Owners, Strata Plan LMS 1162 v. Triple P Enterprises Ltd.*, 2018 BCSC 1502. The test is an objective one, measured with reference to a reasonable person occupying the premises. The courts have said that in a strata corporation, a certain amount of "give and take" is necessary among neighbours. See *Sauve v. McKeage et al.*, 2006 BCSC 781.
39. It is well-established that subjective complaints alone are generally insufficient to prove a nuisance. Unless the nuisance is so obvious that technical objective readings are unnecessary, people complaining about a nuisance must prove with objective evidence that it is intolerable to an ordinary person. I find that Mr. Hilton has not provided any persuasive objective evidence that the barbecue smoke is a nuisance for the following reasons.

40. Mr. Hilton says that the respondent owners' barbecue use is severe because a thick smoke will blanket his balcony. In evidence, he provided videos taken from his balcony showing grey whiffs of smoke rise from a barbecue below. I note that the smoke blows directly upward past his balcony. The videos do not show smoke covering his balcony or entering his home. I find the videos do not establish that the barbecue smoke is a nuisance.
41. Mr. Hilton says he monitors the air quality with a Dyson air purifier that has a built-in air quality monitoring device and 3 AirGradient air quality monitors placed in the living room, the bedroom, and the balcony. However, Mr. Hilton does not explain the readings or provide readings from an independent expert. Also, it is unclear if the measurements were taken while his doors and windows were open. I do not accept Mr. Hilton's readings as objective evidence, given that Mr. Hilton took the readings himself under unclear circumstances. As noted above, the strata suggested Mr. Hilton allow independent expert testing, but Mr. Hilton did not respond to this suggestion.
42. Mr. Hilton relies on *The Owners, Strata Plan EPS 5860 v. FLA Holding Inc.*, 2021 BCCRT 323 in which the CRT considered cooking smells from a restaurant. The tribunal member found the cooking smells were a nuisance and a substantial interference with the owners' enjoyment of their strata lot. I note that cooking smells from a restaurant are substantially different in their duration and intensity than the respondent owners' barbecue use, which is undisputedly for 20 or 30 minutes in duration, once or twice a month. In *FLA Holdings*, the strata provided evidence that the restaurant cooking smells caused complaints by several owners on the floor immediately above the restaurant and there was no evidence that the owners had heightened sensitivity. Here the circumstances are quite different as Mr. Hilton says he is sensitive to the chemicals produced by barbecuing and there is no evidence that other residents of the strata are bothered by the smoke.
43. Given Mr. Hilton's lack of objective evidence of smoke impacting the air quality of his home, I find that the evidence does not establish that the respondent owners'

barbecue use is a nuisance or that it unreasonably interferes with the enjoyment of Mr. Hilton's strata lot.

Hazard

44. Mr. Hilton says that the barbecue is a safety hazard because it should be used in a well-ventilated area and not under balconies, according to manuals for a similar make and model. Mr. Hilton provided a photo of the front of the building, pointing out soffits along the roof that he says restricts ventilation of smoke. However, as noted above, he provided videos of barbecue smoke rising from the barbecue. In the videos, the smoke flows upward, apparently without restriction. I do not accept that the patio is an enclosed space or that it is a hazard to nearby foliage for the same reason.
45. Mr. Hilton also says the barbecue use is inconsistent with general fire safety practice. He provided an undated VFRS advisory that propane and charcoal grills should be placed well away from homes. He says that in 2014, a previous occupant of strata lot 3 was given a violation ticket by VFRS and told that the barbecue should be used well away from the building. However, it is undisputed that the VFRS has viewed the current barbecue and has not found any violation or noted any concerns. So, I find that there is no evidence that the barbecue use is a hazard to Mr. Hilton.
46. In conclusion, Mr. Hilton has not proved that the barbecue is a nuisance or hazard or causes him unreasonable interference. I find no evidence that the respondent owners have violated any strata bylaw, and I decline to order that they stop using their barbecue. I dismiss Mr. Hilton's claims against the respondent owners.

Has the strata failed to accommodate Mr. Hilton or treated him significantly unfairly?

47. Mr. Hilton also relies on the law of significant unfairness. The CRT has the authority to make orders that prevent or remedy a significantly unfair act or decision under CRTA section 123(2). Significantly unfair actions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, or inequitable.

In applying this test, the owner's reasonable expectations may be relevant, but are not determinative. See court decisions of *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126 and *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173.

48. Mr. Hilton says the strata was significantly unfair because it did not properly investigate his bylaw complaints. Specifically, Mr. Hilton says a strata council member only attended his home on one occasion and this was meaningless because this strata council member admitted to having a poor sense of smell.
49. As noted above, the strata contacted VFRS for advice. Later, the strata asked Mr. Hilton for any evidence relevant to a legal opinion and suggested independent expert testing of Mr. Hilton's home to which Mr. Hilton did not respond. As noted above, Mr. Hilton did not provide the strata with any persuasive objective evidence of a nuisance. I find there is no indication that the strata failed to investigate Mr. Hilton's complaints.
50. Mr. Hilton says that the strata should have acquired and reviewed the barbecue manual for the respondent owners' barbecue. However, I find this would go beyond the role of the strata council, in the absence of any evidence that the barbecue use was unusual in some way that would pose a hazard.
51. In summary, the strata was open to receiving more information from Mr. Hilton, sought information from VFRS, attempted to set up a meeting to discuss his complaints, proposed accommodations, held two hearings, and brought the matter to the strata ownership for a vote at an AGM. Given all this, I find the strata did not treat Mr. Hilton significantly unfairly.
52. Section 8 of the *Human Rights Code* prohibits the strata from discriminating against owners in the services it provides. For Mr. Hilton to succeed he must first show that he has a disability, that he was adversely impacted with respect to the strata's service, and that his disability was a factor in the adverse impact. If Mr. Hilton establishes a prima facie case of discrimination, the burden shifts to the strata to establish a bona fide reasonable justification for its conduct. This includes whether the strata satisfied its duty to accommodate Mr. Hilton to the point of undue

hardship. See, for example, *Jacobsen v. Strata Plan SP1773 (No. 2)*, 2020 BCHRT 170 at paragraphs 75 to 79.

53. I first consider whether Mr. Hilton has a disability, which is not a defined term in the *Code*. Overall, I find the medical evidence falls short of proving that Mr. Hilton has a disability that was a factor in the alleged adverse impact.
54. Mr. Hilton's medical evidence consists of 3 doctor's notes. The first, dated June 13, 2011, is from Dr. Mario Baff. It says that "due to medical concerns Mr. Hilton should not be exposed to smoke. This includes smoke from barbecue cooking." As noted above, Dr. Loebach's note also says that, due to underlying medical conditions, Mr. Hilton should not be exposed to smoke. Mr. Hilton provided another more recent note from Dr. Chris Charlsten, notably the head of respiratory medicine at UBC. In the note, Dr. Charlsten stated that Mr. Hilton should avoid exposure "if my patient is having a physical reaction to barbecue smoke."
55. I find the medical evidence to be significantly vague. None of the doctors identified Mr. Hilton's medical conditions or confirm that barbecue use negatively impacted him. They also do not say that Mr. Hilton's exposure to smoke cannot be effectively managed by closing windows and doors, using air purifiers, or taking other mitigating steps.
56. As noted above, the strata proposed an accommodation in the absence of medical evidence of a specific medical condition. However, Mr. Hilton refused the accommodation and refused to provide more detailed medical evidence.
57. For the above reasons, I find Mr. Hilton has not proven that the strata failed in its duty to accommodate him under the *Code*. I dismiss this claim.

Must the strata amend its meeting minutes?

58. Mr. Hilton says that the strata's minutes from the April 8, 2024, hearing are incorrect because they say that "Council also noted there was a previous offer sent to both owners involved on August 29, 2023, to arrange an on-site meeting with council and the owners to seek proposals for a mutual resolution."

59. Mr. Hilton says that the minutes should be amended to say the August 29, 2023, email from the strata offered a meeting to discuss proposals, not to seek proposals. He relies on *Claridge v Strata Plan LMS 223*, 2020 BCCRT 161 in which the tribunal member found that if a strata corporation decides to voluntarily keep more detailed minutes than the SPA requires, then there is an implicit requirement that the minutes be reasonably accurate so that they do not mislead.
60. In response to Mr. Hilton's concerns, strata amended the minutes to replace the word proposals with options on May 16, 2024.
61. From my review of the hearing minutes and Mr. Hilton's audio recording of the hearing, a speaker noted that council offered to have a meeting with the parties. So, neither the minutes nor Mr. Hilton's proposed wording accurately captures what was noted at the hearing. However, I disagree the minutes are so inaccurate that the strata must correct it. I find whether the council noted in the hearing that it offered to have a meeting with parties as opposed to whether it offered a meeting to discuss proposals is trivial. I see no practical purpose in the strata amending the minutes and Mr. Hilton has failed to show that the SPA requires it. I dismiss this claim.

CRT FEES AND EXPENSES

62. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Hilton was unsuccessful, so I dismiss his claim for CRT fees and dispute-related expenses. The strata did not claim any dispute-related expenses or pay any CRT fees.
63. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Hilton.

ORDERS

64. I dismiss Mr. Hilton's claims and this dispute.

Maria Montgomery, Tribunal Member