



Civil Resolution Tribunal

Date Issued: August 20, 2025

File: ST-2023-009790

Type: Strata

Civil Resolution Tribunal

Indexed as: *Vos v. The Owners, Strata Plan EPS6945*, 2025 BCCRT 1163

B E T W E E N :

RIKKERT JAN VOS and ELAINE LEONG

APPLICANTS

A N D :

The Owners, Strata Plan EPS6945

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about bicycle storage.
2. The applicants, Rikkert Vos and Elaine Leong, jointly own a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS6945. I will refer to the respondent as the strata. Mr. Vos is, or was, a strata council member and represents the applicants. A different strata council member represents the strata.

3. The applicants say the strata has acted contrary to the *Strata Property Act* or SPA and failed to enforce its bylaw concerning the use of one of its bicycle storage areas by allowing owners to store items other than bicycles in the storage lockers. In particular, they say the bicycle storage area is designated as such on the strata plan and the strata's bylaws restrict using the area for things other than storing bicycles. They seek an order that the strata properly enforce its bylaw in the best interest of the owners and only permit bicycle storage in the designated bicycle storage area.
4. The strata denies it has acted improperly and says it has complied with the SPA and the strata's bylaws. It says the applicants' claims are vague and ambiguous. The strata asks that the applicants' claims be dismissed.
5. As explained below, I largely find in favour of the applicants.

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 and 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.

Preliminary matters

9. In submissions, the applicants allege that some strata council members acted in bad faith. They also allege the council members are in a conflict of interest because they participated in the discussion about this dispute at council meetings contrary to the SPA. SPA section 31 sets out a council member's standard of care. It says each council member must act honestly and in good faith with a view to the best interest of the strata corporation among other things. In *Rochette v. Bradburn*, 2021 BCSC 1752 at paragraph 82, the BC Supreme Court confirmed that the SPA does not allow a strata lot owner to sue for violations of section 31. This means that the applicants have no standing (legal authority) to bring a claim against a strata corporation for duties owed by its strata council members under section 31.
10. SPA section 32 addresses conflicts of interest. However, remedies for breaches of section 32 are expressly excluded from the CRT's jurisdiction under CRTA section 122(1)(a). Thus, the CRT does not have jurisdiction over claims brought under SPA section 32.
11. So, I decline to address the applicants' allegations that certain council members acted in bad faith or failed to properly disclose conflicts of interest.

ISSUES

12. The issues in this dispute are:
 - a. Are the applicants' claims vague and ambiguous?
 - b. If not, what is the permitted use of the subject bicycle storage area?
 - c. Did the strata act contrary to the SPA or fail to reasonably enforce its bylaws?
 - d. What is an appropriate remedy, if any?

BACKGROUND, EVIDENCE AND ANALYSIS

13. As applicants in a civil proceeding such as this, Mr. Vos and Ms. Leong must prove their 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.

14. The strata was created in November 2020 under the SPA. It consists of 69 residential strata lots located in a single 6-storey building above and underground parking area. The strata plan identifies 3 storage areas and one bicycle storage area on the parking level. All of these areas are identified as common property.
15. SPA section 120 says the strata's bylaws are the Standard Bylaws except to the extent that different bylaws are filed with the Land Title Office or LTO. LTO documents show the strata's owner developer filed bylaws different than the Standard Bylaws on November 13, 2020. In particular, Standard Bylaw 3(1) was replaced with different bylaws, including bylaw 3(1)(a) which states, in part:

An owner, tenant or strata lot occupant or their visitors and guests, must not use common property in a way that is contrary to the purpose for which the common property is intended to be used as shown expressly or by necessary implication on or by the strata plan.
16. Bylaw 3(5) was added by the owner developer. It states that bicycles must be stored within an owner's designated storage locker or bicycle storage locker or stall, or other areas designated by the strata council.
17. Other bylaw amendments appear to have been passed at an August 17, 2022 special general meeting, as shown in the meeting minutes. However, the amendments were not registered with the LTO before this dispute was started, so under SPA section 120, I find the amendments do not apply.
18. I note additional bylaws were passed at a general meeting held January 24, 2024. The specific bylaw amendments passed are unclear, but they were not registered with the LTO until May 2, 2024, well after this dispute was started. Therefore, those bylaws also do not apply. However, the parties refer to a differently numbered bylaw contained in the May 2, 2024 amendment. The wording of bylaw 3(1)(a) is nearly identical to the renumbered bylaw and I will reference bylaw 3(1)(a) in my decision as I find that is the relevant bylaw.

19. The parties agree there are 71 storage lockers. This allows for each strata lot to have one locker and for the strata to rent out 2 storage lockers. The parties also agree that the bicycle storage area identified on the strata plan includes 37 bicycle storage lockers installed by the strata's owner developer and that the bicycle lockers were assigned by the owner developer on a first come, first served basis. From the submissions and photographs, the bicycle storage lockers are about half the size of the storage lockers.
20. I acknowledge the strata's arguments and evidence that it converted one of the unused storage areas identified on the strata plan to bicycle storage only in August 2022. The parties appear to agree that the strata installed 27 bicycle racks in this area because there was a shortage of bicycle storage in the building. The strata refers to this area as the bicycle rack room and it is clear that the bicycle rack room is different than the bicycle storage area. The applicants do not dispute the use of the bicycle rack room. It is only the bicycle storage area shown on the strata plan that is at issue here.

Are the applicants' claims vague and ambiguous?

21. As mentioned, the applicants say the strata plan designates the subject bicycle storage area for bicycle storage only. Based on that, the applicants argue that bylaw 3(1)(a) restricts owners from using the area to store things other than bicycles. They argue that to change the use of the bicycle storage area to allow storage of other things, the strata must pass a $\frac{3}{4}$ vote under SPA section 71, which addresses significant changes to common property. They also argue the strata has permitted owners to transfer assigned bicycle storage lockers contrary to SPA section 76, which governs exclusive use of common property, which the applicants say applies to the bicycle storage area. I find these allegations clearly relate to the applicants' claims that the strata permitted misuse of the bicycle storage area. Consequently, I disagree with the strata that the applicants' claim is vague and ambiguous, and I will address their claims based on merit.

What is the permitted use of the subject bicycle storage area?

22. For the following reasons, I find the permitted use of the bicycle storage area is for

the storage of bicycles only, as the applicants suggest.

23. The courts have found that the basic rules of statutory interpretation apply to strata bylaws. Bylaws should be given their plain and ordinary meaning, and when determining the meaning of an individual bylaw, the bylaws must be read as a whole preferring an interpretation which allows the bylaws to work harmoniously and coherently. See *The Owners, Strata Plan LMS 3259 v Sze Hang Holding Inc.*, 2016 BCSC 32 at paragraph 179 and *Semmler v The Owners, Strata Plan NES 3039*, 2018 BCSC 2064 at paragraph 18.
24. Applying the plain meaning rule of statutory interpretation means that if the meaning of a bylaw is plain or clear then the CRT may not interpret it but must simply apply it as written. If the text is ambiguous or vague, the CRT may resort to rules and techniques of statutory interpretation.
25. Here, the strata plan expressly identifies the bicycle storage area on the strata plan. Therefore, I find the intended use of the area is for bicycle storage. A plain reading of bylaw 3(1)(a) confirms the area cannot be used for any other purpose, including for storage of other things.
26. I also find that changing the use of the bicycle storage area is significant within the meaning of SPA section 71, which says the strata cannot make a significant change in use or appearance of common property unless it passes a $\frac{3}{4}$ vote authorizing the change.
27. Whether an alteration to common property is significant depends on several factors that may result in different outcomes for different alterations. The SPA does not define significant change, but it is well established that the factors to consider are those set out in *Foley v. The Owners, Strata Plan VR 387*, 2014 BCSC 1333. In *Foley*, the court set out a non-exhaustive list of factors to consider when deciding whether a change to common property 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?
28. Neither party cited *Foley*, nor did they completely assess the foregoing factors. I do not find there would any visible change to the bicycle lockers, nor do I find the number or use of strata lots to be a material factor. However, I agree with the applicants that use the bicycle storage lockers for storage of other things may restrict an owner from using a bicycle storage locker for their bicycle, thereby affecting their strata lot's use and enjoyment. I also agree with the applicants that by permitting additional storage in a bicycle locker may grant an additional benefit to the strata lot using the locker in that way. I say this because there are enough storage lockers for each strata lot to use one, but only a limited number of bicycle storage lockers. I also find that, for a bicycle owner, a bicycle locker would be preferable for security reasons.
29. Further, if a bicycle locker remains with the strata lot at the time of sale, as the applicants suggest, the marketability of that strata lot may also be affected.
30. Finally, I find the strata's governance is not a factor because the strata was clearly aware of section 71 when it changed the use of a storage room to the bicycle rack room. All of these things lean towards a finding that changing the use of the bicycle storage area to allow storage of other things is significant within the meaning of section 71.

Did the strata act contrary to the SPA or fail to reasonably enforce its bylaws?

31. There is no evidence that the strata has passed a $\frac{3}{4}$ vote authorizing the bicycle storage area to used for another purpose, nor has it amended its bylaws to permit another use of the area. Therefore, I agree with the applicants that the strata has acted contrary to section 71 by permitting owners to use bicycle storage lockers for storing other things. This is supported by the applicants' photographs that show

storage of items other bicycles in the bicycle storage lockers. Given my analysis above, and contrary to the strata's argument, I find the residents using the bicycle storage lockers to store other things have breached bylaw 3(1)(a) and the strata has failed to enforce bylaw 3(1)(a) by permitting the non-bicycle storage to occur.

32. I turn now to the assignment of the bicycle lockers for use by owners. Both parties agree that permitting an owner or tenant to use a bicycle storage locker is captured under SPA section 76 as exclusive use or special permission to use common property. Under section 76, such permission may only be granted for a maximum of one year and may include conditions. More importantly, the exclusive use or special permission is not granted to a strata lot but rather to an owner or tenant. Therefore, the grant does not automatically transfer to the new owner or tenant on a strata lot sale or change of tenancy. However, although the applicants assert the strata gave new owners exclusive use of bicycle storage lockers when they purchased their strata lot, I find their allegation is unproven. Therefore, I cannot agree with the applicants that the strata mismanaged the bicycle storage lockers on this basis.
33. Lastly, I consider the strata's argument that permitting storage of other items in the bicycle storage lockers is reasonable, and that the strata need not enforce the bylaw even if it is a clear breach of the bylaws because it is trifling. The strata relies on *Abdoh v. The Owners of Strata Plan KAS 2003*, 2013 BCSC 817, affirmed in 2014 BCCA 270. I disagree for 2 reasons.
34. First, while my interpretation of *Abdoh* aligns with the strata's, I do not find the breach of bylaw 3(1)(a) is trifling to other owners who are excluded from exclusive use of a bicycle storage locker because another owner is using it for storage of other things.
35. Second, the courts have stated that the strata council must act reasonably when enforcing the strata bylaws. See *The Owners, Strata Plan LMS 3259 v. Sze Hang Holding Inc.*, 2016 BCSC 32 at paragraph 237. I do not agree the strata's actions of permitting owners to use bicycle storage lockers for other storage is reasonable because it is contrary to bylaw 3(1)(a), as I have mentioned. I find a reasonable enforcement of bylaw 3(1)(a) would include only allowing those owners and tenants

with bicycles to store their bicycles in the lockers.

What is an appropriate remedy?

36. Under the current bylaws and permitted use of the bicycle storage area, I find it reasonable to order the strata to take steps to have those owners currently using a bicycle storage locker remove all items other than bicycles from their lockers.
37. I also find it reasonable to order the strata to manage the bicycle storage locker assignments in a way that permits owners with bicycles use of the storage lockers on a first come, first served basis. This includes establishing a waiting list if necessary. This means that the strata may need to reassign bicycle storage lockers in a fair manner under SPA section 76.
38. The strata must comply with my orders within 21 days.

CRT FEES AND EXPENSES

39. 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. The applicants were mostly successful and paid \$225 in CRT fees, so I order the strata to pay them that amount.
40. Neither party claimed disputed-related expenses, so I order none.
41. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicants.

DECISION AND ORDERS

42. Within 21 days of the date of this decision, I order that the strata:
 - a. Take steps to have all items other than bicycles removed from the bicycle storage lockers,

- b. Take steps to fairly reassign the bicycle storage lockers to owners or tenants who have bicycles and who will use the lockers only for bicycle storage, including establishing a waiting list if necessary, and
 - c. Pay the applicants \$225 for CRT fees.
- 43. The applicants' remaining claims are dismissed.
- 44. The applicants are entitled to post-judgement interest under the Court Order Interest Act, as applicable.
- 45. 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