



Civil Resolution Tribunal

Date Issued: August 27, 2025

File: ST-2023-011018

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan EPS7717 v. Bains*, 2025 BCCRT 1194

B E T W E E N :

The Owners, Strata Plan EPS7717

APPLICANT

A N D :

NAVDEEP SINGH BAINS and NAVTEJ BAINS

RESPONDENTS

REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about bylaw fines for alleged short-term rental and repair expenses for common property damage charged back to an owner.
2. The respondents, Navdeep Bains and Navtej Bains, jointly own strata lot 141 in the applicant strata corporation, The Owners, Strata Plan EPS6945. I will refer to the respondents' strata lot as SL141. A strata council member represents the strata. A lawyer, Serf Grewal, represents the respondents.

3. The strata says that in 2022 and 2023, the respondents advertised and operated SL141 for short-term accommodation of less than 30 days through Airbnb and Vacation Rental by Owner, or Vrbo, websites, contrary to the strata's bylaws. The strata also says that one of the respondents' occupants caused damage to common property in October 2022. The strata seeks orders that the respondents pay it a total of \$32,972.23 for bylaw fines and expenses it paid to repair the common property damage. I discuss the breakdown of that amount below.
4. The respondents deny they have rented out SL141 for short-term accommodation. They admit advertising the property on Airbnb and Vrbo but say they only did so to attract long-term tenants. They also say the strata cannot restrict where they can advertise their strata lot for rent, including through Airbnb and Vrbo. The respondents ask that the strata's claims be dismissed and claim \$5,000 in dispute-related expenses.
5. As explained below, I order the respondents to pay the strata \$200 in bylaw fines. I dismiss the strata's remaining claims, and the respondents' claim for dispute-related expenses.

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 matter

9. The respondents seek an order for the strata to allow them to advertise SL141 for rent on Airbnb and Vrbo. Even though they did not file a counterclaim, I have determined whether advertising on Airbnb and Vrbo is contrary to the strata's bylaw during the course of my decision and found that it is not.

ISSUES

10. The issues in this dispute are:
 - a. Must the respondents pay the strata bylaw fines?
 - b. Must the respondents reimburse the strata for common property damages?

BACKGROUND, EVIDENCE AND ANALYSIS

11. As the applicant in a civil proceeding such as this, the strata must prove its 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. Strata Property Act or 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 different bylaws on July 7, 2022. Those documents confirm no other bylaw amendments have been filed with the LTO since then. The July 2022 bylaws create separate sections for residential and commercial strata lots. I discuss these bylaws below along with other relevant bylaws below, as necessary. I note SL141 is within the residential section.
13. The strata was created on July 7, 2022, under the SPA. It consists of 150 residential

and commercial strata lots located in a single 14-storey building. SL141 is located on the tenth floor of the building. LTO documents show the respondents purchased SL141 on July 7, 2022.

14. The strata plan shows the hallway on the tenth floor of the building, among others, is designated as limited common property, or LCP, for the exclusive use of strata lots 25 through 150, which are all the residential strata lots in the residential section.

Must the respondents pay the strata bylaw fines?

15. There is no dispute, and I agree, that bylaw 34(1) applies to the strata and not specifically to a separate section.
16. The respondents make 2 arguments that the fines are invalid. They first argue the part of bylaw 34(1) that prohibits them advertising SL141 on Airbnb and Vrbo is unenforceable. Second, they say the strata failed to strictly follow the SPA when it imposed the fines. I will first address whether bylaw 34(1), or parts of it, are enforceable .

Is bylaw 34(1) enforceable?

17. Bylaw 34(1) states, in its entirety:

No owner, tenant occupant shall rent, sublease, or licence any strata lot for a period of time that is less than one month in length, or shall advertise the rental, sublease or licence of any strata lot as a vacation, travel, or temporary accommodation (including but not limited to AirBnB or Vacation Rental by Owner [Vrbo]) for any period of time. Such restriction is made pursuant to s. 141(1)(2)(b) of the *Strata Property Act*.

18. The respondents correctly note that SPA section 121 addresses unenforceable bylaws. The relevant parts of that provision say that a bylaw is unenforceable if it contravenes any law or if it prohibits or restricts the right of an owner to freely lease their strata lot. The respondents did not argue the bylaw contravenes any law, so I will not discuss that aspect of the provision. Rather, the respondents argue that prohibiting them to advertise their rental on Airbnb and Vrbo restricts their right to

freely lease SL141. I disagree for the following reasons.

19. The courts have distinguished rentals from licensing arrangements. In summary, the courts have found that rentals involve an interest in land, such as a legal right of possession conferred to a tenant by a landlord under a rental agreement, whereas vacation, travel, or temporary accommodation involve a licensing arrangement. See for example *HighStreet Accommodations Ltd. v. The Owners, Strata Plan BCS2478*, 2017 BCSC 1039, affirmed by the Court of Appeal in 2019 BCCA 64, and *Semmler v. The Owners, Strata Plan NES3039*, 2018 BCSC 2064.
20. The legislature has also recognized this distinction by allowing maximum fines of \$200 every 7 days for contravention of a rental restriction bylaw, and \$1,000 daily for contravention of vacation, travel, and temporary accommodation bylaws under Strata Property Regulation or Regulation section 7.1.
21. The respondents argue that the strata cannot generally restrict advertising. I disagree with this argument because SPA section 119(2) says that bylaw may provided for the control, management, use and enjoyment of strata lots. I find this provision gives the strata broad discretion to control advertising related to a strata lot, including rental of a strata lot. This is supported by SPA section 122 that permits a strata corporation to pass bylaws that govern activities related to the sale of a strata lot provided the bylaws do not prohibit or unreasonably restrict those activities.
22. Based on my review of bylaw 34(1), I find the bylaw reasonably restricts advertising a strata lot as a vacation, travel, or temporary accommodation for any length of stay on Airbnb and Vrbo for both rental and licence arrangements. Both websites offer accommodation for short-term stays, which the respondents acknowledge. This is confirmed by a December 2022 Airbnb offer provided by the strata that sets out a nightly fee for the use of SL141, which the respondents did not dispute. They admit using Airbnb and Vrbo to advertise SL141 for a minimum 3-night stay, but say they only used the platforms to attract longer term tenants. I take this to mean that the respondents argue they only used the websites to get people to inquire about renting. While this might be true, I find their reason for using Airbnb or Vrbo is not

relevant because their admission to using the websites to advertise short-term stays is sufficient to contravene bylaw 34(1). In other words, the website postings were not an advertisement to rent SL141. Rather, I find the postings were an advertisement that SL141 was available on a temporary basis, and thus contrary to bylaw 34(1).

23. The respondents also argue that bylaw 34(1) cannot restrict rental of SL141 for periods of less than 30 days. I agree because the SPA was amended November 24, 2022, to remove the strata's right to prohibit rentals. Therefore, I find the part of the bylaw that restricts rentals to less than one month is unenforceable. I note that rentals are often made on a month-to-month basis, but I find it unlikely an occupancy under one month would be a rental as opposed to a licence.
24. I also find the strata is entitled to enforce bylaw 34(1) to prohibit licencing arrangements for less than one month because Regulation section 7.1 permits such a restriction.

What amount of bylaw fines are valid?

25. I turn now to the bylaw fines imposed by the strata. The strata provided an account statement for SL141 entitled "Strata ledger as of Oct 16, 2023". It begins with a zero balance on December 31, 2022, and shows bylaw fines totalling \$29,500 by March 2, 2023.
26. Both parties cite SPA section 135. That provision sets out procedural requirements the strata must follow to impose bylaw fines for a bylaw contravention. Under SPA section 135(1), before imposing fines, the strata must have received a complaint, given the owner or tenant written particulars of the complaint and a reasonable opportunity to answer the complaint, including a hearing if one is requested. If the tenant has contravened the bylaws, the strata must also give notice of the complaint to the tenant's owner and landlord.
27. Under section 135(2), the strata must give the owner or tenant written notice of its decision to impose fines "as soon as feasible".
28. If a strata corporation fails to strictly follow these procedural requirements, the bylaw

finances can be found to be invalid. See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449 and *The Owners, Strata Plan NW 307 v. Desaulniers*, 2019 BCCA 343.

29. According to the strata, its council president called a number on an Airbnb listing suspected to be for SL141 in December 2022. The strata says the president spoke to an individual who confirmed the unit listed was available for short-term accommodation. Although Mr. Navdeep Bains acknowledges he received a telephone call about the respondents' Airbnb listing, he denies he advised the caller SL141 was available on a short-term basis. I do not find this exchange proves SL141 was used for short-term accommodation. At most, it proves SL141 was listed on Airbnb, which the respondents admit.
30. In any event, the strata first wrote to the residents of SL141 on January 3, 2023. The letter was copied to the respondents. The letter states the strata had received a complaint that SL141 was being used for short-term accommodation and posted on Airbnb, contrary to bylaw 34(1). The strata attached a copy of a December 30, 2022, Airbnb offer to use what it says is SL141 for 9 nights by 4 guests. As noted, the respondents did not say the attached offer was for a different strata lot and admit they used Airbnb to offer use of SL141, so I accept the December 2022 Airbnb offer was for SL141. I find the strata's January 3, 2023 letter complies with section 135.
31. The strata requested a response to its letter by January 17, 2023, failing which it might impose fines. The next letter in evidence is a letter dated January 27, 2023, from the strata to the SL141 residents also copied to the respondents. It acknowledges a response from the respondents to its January 3 letter, but that response is not before me.
32. The respondents say they that they did not actually allow SL141 to be used nightly, which the strata acknowledges. As discussed further below, I agree with the respondents that the strata has not proved they used SL141 for short-term accommodation. However, that does not address the strata's argument that advertising on Airbnb is contrary to the bylaw 34(1), which I found it is.
33. The strata's January 27, 2023 letter states it considered the respondents' reply and

decided to impose a \$500 fine against the SL141 account and requested payment of that amount. The letter was addressed to the SL141 residents and copied to the respondents. It requested the Airbnb listing be removed and that the strata be provided with proof of removal within 5 days of January 27, 2023, failing which the strata would impose further fines of \$1,000 per day until it received proof the Airbnb listing was removed.

34. I agree with the respondents that the strata did not prove that they actually used SL141 for vacation, travel or temporary accommodation. The December 20, 2022 Airbnb offer does not prove SL141 was used for that purpose. Nor do I agree with the strata that Airbnb reviews confirm such use because I find the respondents' argument that they fabricated the Airbnb reviews for better exposure is plausible. Therefore, I find the strata can only fine the respondents for advertising on Airbnb contrary to bylaw 34(1).
35. In my view, the maximum fine for contravening this part of the bylaw is \$200 every 7 days. I say this because of the language used in Regulation section 7.1. Section 7.1(a) states the maximum fine a strata corporation may charge for a bylaw contravention is \$200, if not otherwise specified in that Regulation. Section 7.1(c) specifies the maximum fine for a bylaw that prohibits or limits the use of a residential strata lot for vacation, travel or temporary accommodation is \$1,000, but it does not say anything about advertising. Since the bylaw fine was not a continuing fine, I find the maximum fine the strata can impose for advertising on Airbnb is \$200.
36. At some point, the respondents requested a meeting with the council. Their request is not in evidence, but the strata manager's reply on January 30, 2023, is. The strata manager advised the hearing would take place on March 16, 2023. I infer the respondents' hearing request was about continuing fines. The strata suggests this in its January 27, 2023 letter, which I find is captured by section 135. That is, by January 30, 2023, the respondents objected to the continuing bylaw fines and requested a council hearing under section 135 .
37. Despite the hear being set for March 16, 2023, on March 3, 2023, the strata wrote

to the respondents stating fines totalling \$29,000 had been charged to SL141 for the period February 2, 2023, through March 3, 2023, or \$1,000 per day for 29 days, because the respondents did not provide proof the Airbnb listing was removed. It is clear from the strata's letter that it imposed continuing fines for advertising SL141 on Airbnb contrary to bylaw 34(1), which means the maximum fine the strata could have imposed was \$200 every 7 days. However, I find the strata contravened SPA section 135 by imposing fines before the council hearing. Therefore, I find the strata is not entitled to any fines before March 16, 2023, the date of the hearing, and the entirety of the \$29,000 fines are invalid.

38. The strata did not impose any further fines, and the evidence confirms the respondents removed their Airbnb listing on March 17, 2023.
39. In summary, I find the strata is entitled to \$200 in bylaw fines for the respondents' contravention of bylaw 34(1) by advertising SL141 on Airbnb in December 2022. This is a reduction of the \$500 fine imposed by the strata pursuant to Regulation section 7.1, which allows a maximum fine of \$200. I order the respondents to pay the strata that amount.

Must the respondents reimburse the strata for common property damages?

40. The strata says that in October 2022, one of the respondents' tenants caused extensive damage to the hallway by pulling a fire alarm off the wall and breaking a window at the end of the hallway, by running through it. The strata provided copies of invoices for the window repair of \$4,655.21 and the cleanup completed by 2 different janitorial companies totalling \$1,165.50.
41. The strata did not provide proof of the repair expense to the fire alarm or hallway wall. The strata also says their tenant caused damage to the strata's parking gate in August 2023, but it did not provide prove of those repairs either. So, even if the respondents' tenant did damage these things, which the respondents deny, I find the strata has only proved the cost of repairs to the window and for cleanup of the hallway, likely as a result of the broken window. Therefore, I dismiss the strata's claim for damages for the wall repair and garage gate as unproven.

42. The total of the window and janitorial expenses are \$5,820.71, which I note when added to the strata's bylaw fine claim of \$19,500.00, is well under the total amount claimed by the strata for fines and damages of \$32,972.23. The strata did not explain the difference, but I since dismiss the strata's claim, I need not determine the amount of the damages.
43. The respondents say they had long-term tenants at the times of the alleged damages but say the strata has not proved their tenants caused the damage. I agree with the respondents because, other than the strata's assertions, there is no evidence to prove the respondents' tenants were responsible for the alleged damage. To prove the strata's claim, I require more information, such as concierge reports, witness statements, or video evidence, that confirms the individual who caused the damage was associated with SL141. Without more information, I must dismiss the strata's claim as unproven.
44. For completeness, I have also considered the strata's bylaws. As I have mentioned, the strata consists of a commercial and residential section. According to the bylaws, the residential section includes strata lots 25 to 150, which includes SL141. The residential section is not a party to this dispute.
45. Standard Bylaw 8 addresses repair and maintenance responsibilities of the strata. It was amended on July 7, 2022, to say that the strata's responsibilities are subject to the sections' responsibilities set out in added bylaw 8A.
46. Bylaw 8A states that each separate section will control, manage and administer the LCP designated to the section, which includes the building hallways on the tenth floor, as I have noted. This includes collecting and receiving contributions towards common expenses of the section and paying for services and expenses pertaining to the section. I find the bylaw is consistent with SPA section 194, which sets out the powers and duties of a section.
47. Based on my review of the strata's overall bylaws and SPA sections 190 through 197 which address separate sections, I find the strata does not have standing, or legal authority, to bring its claim for damages. I say this because the bylaws clearly make the residential section responsible for the LCP hallway repairs, which I infer

includes the broken window. My conclusion is supported by a second account statement for SL141 provided by the strata that relates to the residential section. That account statement is labelled “Residential ledger as of Oct 16 2023” and includes the window repair and janitorial chargebacks. It is a different statement than the earlier statement I referenced labelled “Strata ledger as of Oct 16, 2023”, which includes the bylaw fines but does not include any of the claimed chargebacks.

48. It would appear that the strata employs the same strata management firm as the residential section and that the strata has conflated its authority with that of the residential section.

CRT FEES, EXPENSES AND INTEREST

49. 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. Here, the respondents were mostly successful and did not pay CRT fees, so I make no order for CRT fees.
50. The strata did not claim dispute-related expenses, but the respondents claim \$5,000 broken down as \$250 for courier, postage, and office charges, and \$4,750 for consulting fees. However, the respondents did not provide any supporting evidence for their claim, such as paid invoices or receipts. Therefore, I dismiss the respondents’ claim as unproven.
51. I also note the strata waived its right to pre-judgement interest under the Court Order Interest Act, so I make no interest order.
52. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the respondents.

DECISION AND ORDERS

53. Within 14 days of the date of this decision, I order that the respondents pay the strata \$200 for bylaw fines.

54. The parties' remaining claims are dismissed.
55. The strata is entitled to post-judgement interest under the Court Order Interest Act, as applicable.
56. 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