



Civil Resolution Tribunal

Date Issued: September 3, 2025

File: ST-2023-009003

Type: Strata

Civil Resolution Tribunal

Indexed as: *Young v. The Owners, Strata Plan BCS2563*, 2025 BCCRT 1224

B E T W E E N :

JAMES BRUCE YOUNG and KARIN ANNE FAIRMAN-YOUNG

APPLICANTS

A N D :

The Owners, Strata Plan BCS2563

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. The applicants, James Bruce Young and Karin Anne Fairman-Young, co-own a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS2563. The applicants discovered water damage to their flooring. An investigation revealed the water entered through an exterior wall and a window. The applicants claim

\$4,915.97, what they say is the value of the damaged flooring. Mr. Young represents the applicants.

2. The strata says it repaired the common property problems that caused the leaks, but is not responsible for repairs to the applicants' strata lot. A council member represents the strata.

JURISDICTION AND PROCEDURE

3. 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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
4. CRTA section 39 gives the CRT discretion to decide the hearing's format, 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. I therefore decided to hear this dispute through written submissions.
5. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.

ISSUE

6. The issue in this dispute is whether the strata is responsible for the damage inside the applicants' strata lot.

ANALYSIS

7. In a civil claim such as this, the applicants must prove their 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.
8. The strata consists of 165 strata lots in a residential tower. The applicants' strata lot is on the twelfth floor. The strata was created in 2007.
9. I will start by explaining the applicable law. SPA section 72 requires the strata to repair and maintain common property. As discussed below, the 2 leaks at issue both were from failures on the building's exterior. Based on the strata plan and SPA section 68 building's exterior is common property.
10. The strata's bylaw 2(1) says that owners must repair and maintain their own strata lots except for repair and maintenance that is the strata's responsibility elsewhere in the bylaws. Bylaw 8(d) lists the parts of a strata lot the strata must repair and maintain. The list does not include flooring. So, the bylaws make the applicants responsible for repairing and maintaining their flooring.
11. The question is: what happens when there is a common property failure that damages a strata lot? The applicants say they should not be responsible for costs associated with problems they did not create and could not have solved. This is a common misconception about strata law. The general rule is that the division of responsibility in the bylaws applies unless the owner can prove the strata failed to reasonably repair and maintain the common property that failed. In other words, the strata's obligation to repair and maintain common property is not a guarantee that problems will never occur. The court has explained these principles in detail in several binding decisions, for example *John Campbell Law Corp. v. Owners, Strata Plan 1350*, 2001 BCSC 667.
12. I note the applicants also rely on SPA section 166(3)(a). That provision says that an owner has no personal liability for loss or damage arising from the management and maintenance of common property. The applicants misunderstand what section 166 is about. It does not relieve owners of responsibility for repairing and maintaining their

own strata lots. Instead, it limits the circumstances where individual owners can be liable to third parties for the strata's maintenance decisions.

13. I turn then to assess the reasonableness of the strata's actions leading up to the 2 leaks. Neither party provided much information about the leaks themselves. In its Dispute Response filed at the outset of this proceeding, the strata said that the applicants first told the strata about water damage to their floor in July 2022. If this report was in writing, it is not in evidence. Neither party says anything else about this first report of water damage.
14. Based on the Dispute Response, nothing happened until January 1, 2023. On that day, the applicants told the strata that their flooring contractor had determined the leak was coming from inside a wall. Since the applicants do not say anything about this 6-month gap, I infer it did not ask the strata to investigate or take any steps until after January 1, 2023.
15. Later that month, the strata hired XTR Building Services to find the source of the leak. According to a February 9, 2023 report, XTR identified failed sealant on the exterior wall outside the applicants' strata lot. XTR reapplied the sealant. The report did not recommend any further work.
16. XTR attended again on February 16, 2023. Presumably, this is because there was still water entering the applicants' strata lot. This time, XTR discovered a leak in the bottom corner of an exterior window. XTR recommended interior and exterior work to fix the leak. The strata agreed and paid for the work, which included installing new drywall and a new vapour seal, both of which are inside the applicants' strata lot.
17. I agree with the strata that there is no evidence it made any negligent or unreasonable decisions about the building's exterior or the window. The simple fact that there were leaks does not mean there was anything the strata could have realistically done to prevent the leaks. The strata completed a building envelope renewal project in 2019. The strata says that there was no way for it to know that the small strip of sealant or corner of a single window were about to fail or had failed. The applicants do not say what the strata should or could have done differently to prevent the leak.

18. I find that the strata promptly retained a professional after the applicants' reported their contractor's belief that water was entering their strata lot from outside. The strata completed all recommended work. In short, there is no evidence of any unreasonable conduct either before or after the leaks. The applicants have therefore not proven that the strata unreasonably failed to repair and maintain common property.
19. As a final point, the applicants correctly point out that the strata did not meet the deadlines set out in SPA section 34.1. This provision requires the strata to hold a hearing within 4 weeks of an owner's request, and provide a decision within one week of the hearing. While these are mandatory timelines, I do not agree with the applicants that the strata's failure to meet them has any impact on their compensation claim. I find they are distinct legal issues, and the compensation question is governed only by how the strata dealt with the leaks themselves. Also, the SPA does not include any specific consequences of failing to hold a meeting on time or provide a decision on time.
20. For these reasons, I dismiss the applicants' claims.

TRIBUNAL FEES AND EXPENSES

21. Under CRTA section 49, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. The applicant was unsuccessful, so I dismiss their claim for CRT fees and dispute-related expenses. The strata did not claim any dispute-related expenses or pay any CRT fees.
22. The strata must comply with the provisions in section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicants.

ORDER

23. I dismiss the applicants' claims.

Eric Regehr, Vice Chair