



Civil Resolution Tribunal

Date Issued: September 4, 2025

Date Amended: September 5, 2025¹

File: ST-2023-009765

Type: Strata

Civil Resolution Tribunal

Indexed as: *Kaur v. The Owners, Strata Plan LMS 810*, 2025 BCCRT 1232

B E T W E E N :

HARPARMINDER KAUR

APPLICANT

A N D :

The Owners, Strata Plan LMS 810

RESPONDENT

AMENDED¹ REASONS FOR DECISION

Tribunal Member:

J. Garth Cambrey

INTRODUCTION

1. This strata property dispute is about a record and document request.
2. The applicant, Harparminder Kaur, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan LMS 810¹. I will refer to the respondent as the strata. Ms. Kaur is self-represented. A strata council member represents the strata.

3. Ms. Kaur says the strata has acted contrary to the *Strata Property Act* or SPA by failing to provide her with copies of reports about July 2023 water leaks into her strata lot from unit 205 above. Ms. Kaur says she requested the strata provide copies of 2 related reports about the leak. The first report is written confirmation of the source of the leak. The second report is that there was no mould present in the walls of the common property hallway next to her strata lot. She seeks an order that the strata provide her with the 2 reports.
4. The strata says it provided Ms. Kaur with the requested reports on April 1, 2024. It asks that her claim be dismissed.
5. As explained below, I find in favour of Ms. Kaur.

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.
9. In submissions, Ms. Kaur admits that she received the report about mould since starting this CRT dispute, so I will not address that document request further.

ISSUE

10. The sole remaining issue in this dispute is whether the strata must provide Ms. Kaur with a report confirming the source of the July 2023 water leaks.

BACKGROUND, EVIDENCE AND ANALYSIS

11. As applicant in a civil proceeding such as this, Ms. Kaur must prove her claim 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. The strata was created in April 1993 under the *Condominium Act* and continues to exist under the SPA. It consists of 21 residential strata lots located in a single 3-storey building above and underground parking area. Ms. Kaur's strata lot is located on the ground floor. The unit above Ms. Kaur is unit 205. It is owned by an individual that is or was a strata council member.
13. Land Title Office or LTO documents confirm the strata filed a new set of bylaws on August 5, 2003, which included the Standard Bylaws with several amendments. The strata filed further bylaw amendments in 2015 and 2017. I have reviewed all the bylaws and find that none apply to this dispute.
14. It is undisputed that the first leak from unit 205 into Ms. Kaur's strata lot occurred on July 24, 2023. It is also undisputed that a second leak occurred on July 29, 2023. It is unclear if one leak caused more damage than the other, so I infer both leaks are of concern to Ms. Kaur.

Must the strata provide Ms. Kaur with a report confirming the source of the July 2023 water leak?

15. The parties refer to statutory reports, which I find means correspondence or reports set out under SPA section 35. SPA section 35 requires the strata to prepare and keep certain records and documents. *Strata Property Regulation*, or regulation, section 4.1 sets out the length of time the strata must retain documents.

16. SPA section 36 requires the strata to make section 35 records and documents available for inspection or provide copies to an owner within 2 weeks of the request date.
17. I find SPA section 35(2)(k) is relevant for this dispute. SPA section 35(2)(k) and regulation 4.1(5) requires the strata to keep correspondence it sends or receives for 2 years. I find that reports defined under various subsections of SPA section 35(2), such as a depreciation report, do not apply here. Therefore, I find that only section 35(2)(k) applies. For the purpose of this dispute, I find any reports about the water leaks are also correspondence.
18. As noted, the first leak occurred on July 24, 2023, and a second leak occurred on July 29, 2023. According to Ms. Kaur, the strata manager advised the unit 205 owner to contact the strata's insurers, presumably because the owner was a council member at the time. On July 31, 2023, a mechanical contractor, C&C, invoiced a restoration contractor, Paul Davis, to disconnect plumbing in unit 205. The description of the invoice states the washing machine in unit 205 was disconnected. Based on this, I find that Paul Davis was originally called for the water leaks and that it made arrangements for C&C to disconnect unit 205's washing machine. I infer that either the washing machine in unit 205 or plumbing associated with or near the washing machine caused the water leaks. This is supported by the August 30, 2023 council minutes that say the unit 205 owner explained a washing machine pipe was replaced. However, this description is vague. I expect Paul Davis would have provided a report on its initial assessment of unit 205, including the suspected cause of the leaks. However, there is no such report or correspondence in evidence.
19. Ms. Kaur requested details of the source of the July 29, 2023 leak in an August 1, 2023, email to the strata manager and at several subsequent times.
20. The August 30, 2023, strata council minutes include a section on the water leak. The strata says in its Dispute Response that the minutes contained the information requested by Ms. Kaur. I disagree because the minutes are not reports nor correspondence, which is what she requested and what is required under SPA

section 35.

21. The minutes expressly state that ***the inspection report for unit 205*** was reviewed but do not describe who authored the report. The minutes also state the strata's insurer completed an inspection, but it is unclear if the inspection was for unit 205 or just the common property. In any event, I find the strata received at least one report involving the leaks from unit 205. I also find that the unit 205 report or reports are captured under section 35(2)(k).
22. In an April 8, 2024 email, a strata council member allegedly provided Ms. Kaur with 2 reports and an email from unit 205, which the council member states she requested. There appears to be 3 attachments to the email identified in part as 23-29592-CB Inspection Report, C&C invoice, and Report for Unit#205. I find the C&C invoice is the invoice about disconnecting the washing machine in unit 205 because C&C is the name of the contractor that did that work and a copy of an invoice with the identical name was submitted separately. I cannot locate the other 2 documents in the evidence provided, but I find that Ms. Kaur clearly received them. Ms. Kaur did not reply to the council member's email, but she submits that if the strata did provide her with the requested reports, it should have included them as evidence. I take this to mean any reports she received from the strata were not what she requested.
23. I acknowledge the difficulty Ms. Kaur faces in proving she did not receive a report or correspondence because it is difficult to prove things that did not happen. However, based on the overall evidence and submissions, I find it likely that the strata has not provided Ms. Kaur with reports or correspondence that confirm the leak sources, such as correspondence from Paul Davi or the strata's insurer. I order that the strata provide Ms. Kaur, at no cost to her, with all reports or correspondence that identify the July 2023 leak sources from unit 205 within 14 days of the date of this decision.

CRT FEES AND EXPENSES

24. 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. Ms. Kaur was the successful party and paid \$225 in CRT fees, so I order the strata to pay her that amount.

25. Neither party claimed disputed-related expenses, so I order none.

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

DECISION AND ORDERS

27. Within 14 days of the date of this decision, I order that the strata:

- a. Provide Ms. Kaur with all reports or correspondence that identify the source of water leaks from unit 205 to her strata lot which occurred in July 2023, and
- b. Pay Ms. Kaur \$225 for CRT fees.

28. Ms. Kaur is entitled to post-judgement interest under the *Court Order Interest Act*, as applicable.

29. 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

¹ Amendment Note: Paragraph 2 was amended to correct an inadvertent typographical error in the strata's name under authority of section 61 of the *Civil Resolution Tribunal Act*.