



# Civil Resolution Tribunal

Date Issued: September 8, 2025

File: ST-2022-008229

Type: Strata

Civil Resolution Tribunal

Indexed as: *Dong v. The Owners, Strata Plan EPS1239*, BCCRT 2025 1241

B E T W E E N :

BING LI DONG

**APPLICANT**

A N D :

The Owners, Strata Plan EPS1239

**RESPONDENT**

---

## REASONS FOR DECISION

---

Tribunal Member:

Maria Montgomery

## INTRODUCTION

1. This dispute is about a storage locker. The applicant, Bing Li Dong, says that the respondent, The Owners, Strata Plan EPS1239, improperly removed her items from her storage locker. She claims \$25,000 as compensation for her lost items.

2. The strata says the limitation period for Ms. Dong to bring her claim has expired. The strata also says Ms. Dong's claim is beyond the Civil Resolution Tribunal's (CRT's) strata property jurisdiction and should be addressed under the CRT's small claims jurisdiction.
3. Ms. Dong is self-represented. The strata is represented by a strata manager.

## **JURISDICTION AND PROCEDURE**

4. These are the CRT's formal written reasons. 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.
5. CRTA section 39 says the CRT has discretion to decide the format of the hearing. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice and fairness.
6. 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 issue - Jurisdiction***

7. Ms. Dong brought this dispute under the CRT's strata property jurisdiction. That jurisdiction extends to claims that are "in respect of the *Strata Property Act*" (SPA) under CRTA section 121. The CRT has no monetary limit when deciding strata claims.

8. The strata says that Ms. Dong's claims are not claims under the SPA but are within the CRT's small claims jurisdiction under which damages are limited to \$5,000.
9. However, Ms. Dong frames her claim as a failure of the strata to meet its responsibilities to her as an owner. The strata has the responsibility to manage the common property for the benefit of all owners under SPA section 3. I find the strata's storage lockers are common property that the strata is obligated to manage for the benefit of all owners. So, I find the dispute falls within the CRT's strata property jurisdiction.

### ***Preliminary issue - Evidence***

10. Ms. Dong provided evidence of text message communications that are not in English. CRT rule 1.7(5) says all evidence a party relies on must be in English or translated to English. Neither party provided any translations, so I have not considered the non-English evidence.

## **ISSUE**

11. The issue is whether Ms. Dong's claims are out of time under the *Limitation Act*.

## **EVIDENCE AND ANALYSIS**

12. In a civil proceeding like this one, the applicant Ms. Dong must prove her claims on a balance of probabilities (meaning more likely than not). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.
13. The strata consists of 341 strata lots in a residential tower. Ms. Dong purchased her strata lot in 2014.
14. At some point, Ms. Dong requested and received an additional storage locker. Through an administrative error, the building manager's storage locker list did not record Ms. Dong's possession of the locker. The building manager assigned the

locker to another strata lot, and the owner requested access to the locker in August 2019. The parties agree that Ms. Dong's personal items were removed from her assigned locker by mistake in October 2019 and placed in a bike storage room with other items removed from storage lockers.

15. Ms. Dong says that on November 1, 2019, she discovered that her locker had been tampered with, the lock replaced, and her belongings missing. She says she reported this to the building manager that day. The parties discussed Ms. Dong's items being returned to her locker over email and by phone. The strata says that the building manager asked Ms. Dong to attend in person to confirm which items were hers but she would not do so. On March 13, 2020, the building manager messaged Ms. Dong and said that her items had been returned to her locker.
16. Ms. Dong says that because of the COVID-19 pandemic, she was unable to review the contents of her locker until July 14, 2021, when she discovered that most of the items inside the locker were not hers. On August 20, 2021, the strata manager emailed Ms. Dong and said that her locker had been emptied by mistake, that commonly when storage locker items are believed to be abandoned, they are thrown out and that some storage lockers had been broken into the previous year. The strata manager also said that no one attended to confirm the items placed back in her locker were correct. In her response email on August 25, 2021, Ms. Dong said she would take legal action if the strata did not resolve the issue.
17. After a September 2021 hearing, the building managers conducted a search for Ms. Dong's items. On October 18, 2021, the strata emailed Ms. Dong a letter telling her that her items were not found and that it would review any written request for compensation.
18. Ms. Dong says that due to the strata's actions, she lost valuable possessions, including a dowry she prepared for her daughter over many years. She provided a list of her missing items with a breakdown of their value totalling \$25,727.00.
19. A preliminary issue in this dispute is the application of the *Limitation Act* which sets out specific time limits for pursuing a claim. Section 6 of the *Limitation Act* says the

basic limitation period is 2 years after a claim is discovered. Section 8 says a claim is discovered when a person knows, or reasonably should know, that another person caused them to incur a loss, and that a legal proceeding, such as a court or tribunal proceeding, would be a suitable way to remedy the loss.

20. The strata says that Ms. Dong discovered her loss when she found her items missing from the locker on November 1, 2019.
21. Ms. Dong says that she discovered her claim when she learned in January 2022 that the strata refused her request for financial compensation. She says that until then, she believed her items were merely misplaced. I do not accept this argument for the following reasons. First, I find it was not reasonable for Ms. Dong to believe her items were misplaced until this time since the strata informed her on October 18, 2021, that the building managers had unsuccessfully looked for her items. I also find this assertion in conflict with her filing a police report on October 12, 2021. Once the strata told Ms. Dong in its August email that her items may have been stolen or thrown out and that it had returned to her what it believed were her items, there was no reason for Ms. Dong to believe the strata had her items. Finally, I note that Ms. Dong told the strata on August 25, 2021, that she would take legal action, indicating that she was aware that legal action would be suitable.
22. I find that the August 20, 2021, email from the strata was the latest possible discovery date for Ms. Dong's claims. However, Ms. Dong filed her application for dispute resolution against the strata on October 25, 2023, more than 2 years after she discovered the items missing from her locker and knew that the strata did not have them.
23. I have reviewed the parties' communications, including the letter sent to Ms. Dong on October 18, 2021, and the strata's email on August 21, 2021, and can find no indication that the strata acknowledged liability in a way that could extend the limitation period under section 24 of the *Limitation Act*. While the strata noted its error in emptying the locker, it did not say that it accepted responsibility for Ms. Dong's loss. In its October letter, the strata said it would review any requests for

compensation but did not acknowledge that it was required to pay compensation or promise that it would. In any case, Ms. Dong's application was filed more than 2 years after either of those communications.

24. It is unfortunate that Ms. Dong lost many valuable items. However, the application of the *Limitation Act* is mandatory, and I have no discretion to waive or extend the 2-year limitation period. In *Novak v. Bond*, [1999] 1 SCR 808, the Supreme Court of Canada held that almost all applications of limitations statutes will seem harsh, but they are necessary to uphold the important principles of finality and expeditious dispute resolution.
25. As Ms. Dong applied for dispute resolution more than 2 years after she discovered her items were missing, I must dismiss Ms. Dong's claims because they are barred under the *Limitation Act*.

## **CRT FEES AND EXPENSES**

26. Under section 49 of the CRTA, 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. I see no reason in this case not to follow that general rule. As Ms. Dong was not successful, I find she is not entitled to reimbursement of her paid CRT fees.
27. The strata claimed \$5,139.95 in dispute-related expenses consisting of \$4,918 in legal fees and \$221.95 in disbursements charged by its lawyer for photocopying and land title search fees. CRT rule 9.5(3) says that the CRT will only order reimbursement of legal fees in strata property claims in extraordinary circumstances. I find there are no extraordinary circumstances here that would warrant reimbursement of the strata's legal fees. I also find there was no need for the strata to have incurred land title search fees or photocopying expenses.
28. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Dong.

## **ORDERS**

29. I dismiss Ms. Dong's claims and this dispute.

---

Maria Montgomery, Tribunal Member