



# Civil Resolution Tribunal

Date Issued: September 11, 2025

File: ST-2023-010324

Type: Strata

Civil Resolution Tribunal

Indexed as: *Kim v. The Owners, Strata Plan EPS8249*, 2025 BCCRT 1260

B E T W E E N :

JUNGCHUL KIM

**APPLICANT**

A N D :

The Owners, Strata Plan EPS8249

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

J. Garth Cambrey

## INTRODUCTION

1. This strata property dispute is about alleged improper vehicle towing.
2. The applicant, Jungchul Kim, co-owns and resides in a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS8249. I will refer to Jungchul Kim as the owner and the respondent as the strata. The owner is self-represented. A strata council member represents the strata.

3. The owner says his vehicle was improperly towed from the strata's visitor's parking area. Specifically, he alleges the strata issued him a one-year parking pass for the visitor parking area and towed his vehicle while the pass was valid. The owner seeks an order that the strata reimburse him \$2,551.06, broken down as follows:
  - a. \$329.49 for the towing expenses,
  - b. \$21.57 for an Uber expense,
  - c. \$1,200.00 for a 4-month parking fee, and
  - d. \$1,000.00 for what I infer is damages.
4. The strata says it was entitled to tow the owner's vehicle and denies it is responsible to reimburse him any amount. The strata says the owner has not proved it issued him a one-year visitor parking pass. It also says it towed his vehicle after the strata council passed a rule to prohibit residents from parking in visitor stalls. The strata asks that the owner's claims be dismissed.
5. As explained below, I dismiss the owner's claims and this dispute.

## **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.

## **ISSUES**

9. The issues in this dispute are:
  - a. Was the strata entitled to tow the owner's vehicle?
  - b. If not, must the strata reimburse the owner any of his claimed amounts?

## **BACKGROUND, EVIDENCE AND ANALYSIS**

10. As applicant in a civil proceeding such as this, Jungchul Kim must prove his 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.
11. The strata was created in May 2022 under the *Strata Property Act* or SPA. It consists of 436 strata lots located in two 27-storey high rise buildings. The strata plan identifies the parking areas as common property and does not identify individual parking stalls.
12. Land Title Office documents confirm the strata's owner developer filed bylaws that amended the Standard Bylaws, or added to them, on May 18, 2022. Bylaw 30 identifies that all the parking stalls are leased to a corporate entity which has authority to assign individual parking stalls to owners. This is a common practice owner developers use to maintain control over the parking stalls and assignment of them. An unsigned lease agreement was attached to the owner developer bylaws, which I infer applies here. Clause 3.1 of that agreement states the strata has full responsibility for the control, management and administration of the parking areas including passing bylaws or rules. Based on this, and the strata's ability under SPA section 125 to make rules, I find the strata is not restricted from making rules about visitor parking. There are no other bylaws that are relevant to this dispute.

13. The strata uses an electronic parking application called Park10X to manage its visitor parking. The owner alleges the strata's concierge or building manager asked that he request a special parking pass for his parking. He says he received a one-year pass from Park10X on January 6, 2023.
14. Strata council meeting minutes dated April 13, 2023, and May 11, 2023, confirm the council discussed parking issues at the strata at those meetings. On May 18, 2023, the strata manager issued a memorandum to all residents reminding them to familiarize themselves and their visitors with the Park10X application and advising that owners' vehicles parked in the visitor parking area would be towed.
15. September 14, 2023, council minutes show the strata council agreed to pass a rule to prohibit residents to park in visitor parking areas at any time and that vehicles parked in violation of the rule may be subject to towing among other things. On September 22, 2023, the strata manager issued a second memorandum to all residents reminding them that residents cannot park in visitor parking areas, and to set up their parking pass and prearrange visitor passes for their guests on Park10X. The memorandum also stated that a local towing company would begin enforcing the visitor parking area by towing vehicles without a pass effective October 1, 2023.
16. The owner's vehicle was towed from visitor parking on October 3, 2023.

***Was the strata entitled to tow the owner's vehicle?***

17. I agree with the strata that the owner has not proven he was given a one-year parking pass to park in the visitor parking. While the owner provided a January 6, 2023 email that appears to be sent from Park10X, that email does not indicate a one-year pass was issued, nor does it confirm he was given authority to park in visitors parking. It simply confirms a parking pass was issued for a specific licence plate that was subject to the parking rules. The owner asserts he requested a one-year pass, but he did not provide a copy of the request he sent to Park10X.
18. Further, the owner did not provide any other evidence to support his alleged communication with the strata's concierge or building manager, such as a written statement or email. I acknowledge the difficulty the owner may have had to provide

such communication given the strata's employee he allegedly contacted was no longer employed by the strata. However, without additional information to support that the owner requested a one-year pass, and was given one, I cannot conclude the strata or Park10X gave him any authority to park in the visitors parking area.

19. The owner also argues that the rule did not apply to him because he had a one-year parking pass. But the evidence is that he did not have a one-year pass, nor a pass that permitted him to park in visitors parking, so I reject his argument that the rule prohibiting parking did not apply to him.
20. I next consider whether the strata properly passed the rule prohibiting visitor parking and find that it did. I first note that Standard Bylaw 18(1) and (3) are relevant here. They state:

18(1): At council meetings, decisions must be made by a majority of council members present in person at the meeting.

18(3): The results of all votes at a council meeting must be recorded in the council meeting minutes.

21. In *Kayne v. The Owners Strata Plan LMS 2374*, 2007 BCSC 1610, the BC Supreme Court found that council minutes must contain records of decisions made by council including the outcome of any votes.
22. In *Yang v. Re/Max Commercial Realty Associates (482258 BC Ltd.)*, 2016 BCSC 2147 at paragraph 133, affirmed 2017 BCCA 341, leave to appeal refused 2018 CanLII 61047 (SCC), the court noted that one purpose of minutes is to inform the strata owners of decisions made and restated the finding in *Kayne* that minutes must include the results of any votes.
23. The court also mentioned the strata corporation's bylaw 18(3) simply required that the votes be recorded in the council minutes, which I infer was similar to or the same as Standard Bylaw 18(3). As noted, Standard Bylaw 18(3) says the results of all votes at a council meeting must be recorded in the council meeting minutes. At paragraph 126, the court favoured a broad interpretation of the word "results" to mean that it is necessary to include in the minutes the number of votes cast for or

against a resolution and any abstentions. It found the strata corporation was not in compliance with its bylaw because the minutes did not describe the number of votes cast nor the number of votes in favour, against, or in abstention.

24. I reach the same conclusion here because the September 14, 2023, council minutes do not describe the resolution voted on to approve the rule nor the results of the vote. The minutes simply state the council agreed to pass a rule.
25. However, that is not the end of the matter. In *Yang*, at paragraph 127, the court found that despite the strata corporation's non-compliance with bylaw 18, given the evidence did not show that the decisions made were not by a majority, the failed voting and reporting does not affect the validity of the council's decision, and it would be unreasonable to invalidate them after the fact and after performance of the decisions taken. In other words, without evidence that the decisions were not made by a majority vote consistent with the bylaws, the decisions should stand.
26. Here, the September 14, 2023, council minutes say the council agreed to pass the visitor parking rule, as I have mentioned. I find this implies a majority of the council members agreed. Following *Yang*, this means the council's agreement on the rule is valid and the rule must stand. Therefore, I find the strata approved the rule prohibiting residents to park in visitors parking at its September 2023 council meeting.
27. Finally, I consider the owner's argument that the strata did not give him notice that his vehicle would be towed. For the reasons that follow, I find that the strata was not required to give the owner notice before it towed his vehicle.
28. SPA section 133(1) says the strata may do what is reasonably necessary to remedy a bylaw or rule contravention, including removing objects from common property. The provision does not require notice be given before the remedy is made. Since the rule is valid, I find section 133(1) entitles the strata to remove an owner's vehicle from the common property visitor parking area without notice.

29. For completeness, I note that SPA section 133(2) permits the strata to require the owner to pay reasonable costs of the bylaw contravention. This provision is intended to allow the strata to charge back reasonable costs it incurs to remedy the bylaw contravention. Here, the strata did not incur any costs because the towing charge was paid directly by the owner, so I find section 133(2) does not apply. I note other CRT decisions have reached the same conclusion. See for example, *Moulson v. The Owners, Strata Plan LMS 2243*, 2021 BCCRT 579, and my decision in *Thompson v. The Owners, Strata Plan EPS3097*, 2024 BCCRT 511.
30. In light of the foregoing, I dismiss the owner's claims and this dispute.

## **CRT FEES AND EXPENSES**

31. 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 strata was successful but did not pay CRT fees or claim dispute related expenses, so I make no order for these things.
32. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the owner.

## **DECISION**

33. I dismiss the owner's claims and this dispute.

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J. Garth Cambrey, Tribunal Member