



# Civil Resolution Tribunal

Date Issued: September 16, 2025  
Date Amended: September 17, 2025

File: ST-2024-010475  
and ST-CC-2024-013118  
and ST-CC-2024-013138

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan LMS 1529 v. 0885947 B.C. Ltd.*,  
2025 BCCRT 1287

B E T W E E N :

The Owners, Strata Plan LMS 1529

**APPLICANT**

A N D :

0885947 B.C. LTD. and HYDROPAWS WELLNESS CENTRE INC.

**RESPONDENT**

A N D :

The Owners, Strata Plan LMS 1529

**RESPONDENT BY COUNTERCLAIM**

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**AMENDED<sup>1</sup> REASONS FOR DECISION**

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## **INTRODUCTION**

1. This dispute is about moisture issues in a strata complex.
2. The respondent, 0885947 B.C. Ltd. (owner), owns strata lot 2, which is unit 102, in the respondent strata corporation, The Owners, Strata Plan LMS 1529 (strata). The respondent, HydroPaws Wellness Centre Inc., is the owner's tenant. These 3 linked disputes, consisting of a claim and 2 counterclaims, are about reimbursement for each parties' expenses related to the moisture issues. Since the parties are the same, and the issues arise from the same facts, I have written one decision for the 3 disputes, as permitted under Civil Resolution Tribunal (CRT) rule 1.18.
3. In ST-2023-010475, the strata says that it incurred expenses to investigate moisture damage allegedly caused by HydroPaws' pool, and claims reimbursement of \$7,673.16 for investigating the moisture source and for legal fees. The respondents say the pool did not cause the moisture issues.
4. In ST-CC-2023-013118, the owner claims compensation from the strata of \$2,321.86 for out of pocket expenses it incurred related to the moisture issues. It also claims \$6,200 for time spent dealing with the strata.
5. In ST-CC-2023-013138, HydroPaws claims reimbursement from the strata of \$1,943.69 for legal fees related to the moisture issues, \$1,180 for a structural engineer, and \$6,000 for lost revenue.
6. A council member represents the strata. A partner represents the owner. HydroPaws' owner represents it.

## **JURISDICTION AND PROCEDURE**

7. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under *Civil Resolution Tribunal Act*

(CRTA) section 121. 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.

8. 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. 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.
9. 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.
10. The strata originally asked for an order requiring HydroPaws to make alterations to the ventilation system for its pool, and stop using the pool until the alterations were complete. However, in submissions, the strata says the alterations had been made and withdrew this part of its claim. So, I make no findings about it.
11. In its submissions, the owner asked for an order to stop the strata from sharing information with people not involved in the dispute. Each respondent also says the strata treated them significantly unfairly in other unrelated matters. They each gave one example of how they were treated differently from other owners. However, these issues were not included in the Dispute Notice, so the strata did not have proper notice of them. Also, neither respondent provided substantive evidence to support these claims. I find it would be procedurally unfair for me to consider these issues, so I have not addressed them.
12. The respondents also allege that some council members harassed HydroPaws' employees and made the work environment uncomfortable. HydroPaws' owner, Janet Moor, says certain council members bullied and intimidated her. First, Janet

Moor, her employees, and the individual council members are not parties in this dispute. Second, HydroPaws is a corporation, which I find cannot be harassed because it does not have feelings. Third, harassment claims are outside the CRT's jurisdiction in strata property disputes. Finally, there is no recognized tort of harassment in British Columbia. See *Anderson v. Double M Construction Ltd.*, 2021 BCSC 1473, at paragraph 61. So, I do not consider this issue further.

13. The strata argued that the CRT should refuse to resolve the respondents' counterclaims because they were not separate causes of action, but only responses to its claim. A counterclaim sets out a claim a respondent may have against the claimant, usually about the same facts. So, I find the counterclaims are properly before me.

## ISSUES

14. The issues in this dispute are:
- a. Did unit 102 cause the moisture issue?
  - b. Are the respondents responsible for the strata's costs to investigate the moisture issues and for legal fees?
  - c. Is the strata responsible for the owner's out of pocket expenses and compensation for time spent dealing with the strata?
  - d. Is the strata responsible for HydroPaws' legal fees, structural engineer costs, and lost revenue?

## EVIDENCE AND ANALYSIS

15. In a civil proceeding like this one, the applicants must prove their claims on a balance of probabilities, meaning more likely than not. The respondents must prove their counterclaims to the same standard. No party provided evidence in either counterclaim. Under these circumstances, I infer the evidence in ST-2023-010475 was meant to apply to all three linked disputes. I have considered the parties'

submissions and evidence for the claims and counterclaims together, but refer only to the evidence and argument that I find relevant to explain my decision.

## ***Background***

16. The strata was created in 2010 under the *Strata Property Act* or SPA. It consists of 16 warehouse strata lots in 2 buildings. The buildings are concrete block construction, with insulated drywall between each unit, and a metal roof supported by steel framing. Each strata lot has a garage-style door opening to the parking lot. The strata's bylaws are the Standard Bylaws with amendments filed in the Land Title Office in 2018 and 2023. I review the relevant bylaws below.
17. Unit 102 is the second strata lot from the end of Building A. HydroPaws rents this unit for its canine hydrotherapy business.
18. In April 2022, the strata approved HydroPaws' request for alterations to unit 102, including installing a canine pool and water treadmill. As part of the approval process, the strata and the owner signed an Assumption of Liability agreement (AOL) on April 23, 2022.
19. During the week of November 28, 2022, the owners of units 103 and 104 complained of moisture and condensation in their strata lots. Janet Moor says she went to unit 103, and did not see moisture on the ceiling or walls although there was some water on the floor. Unit 103's owner told her moisture was coming from the roof, and that it must be from HydroPaws' unit. She says there was no moisture in unit 102, and her cardboard boxes of retail products were dry.
20. As a precaution, the owner installed a commercial dehumidifier, a high-flow air mover, and humidity gauges in unit 102's warehouse area. HydroPaws also installed a residential dehumidifier in the office space.
21. In a letter dated November 30, 2022, the strata told the respondents that the pool in unit 102 appeared to have caused damage to unit 103. It said a mechanical engineer must submit a report with suitable ventilation recommendations, to be

installed at unit 102's cost. The owner responded that unit 102 had no moisture issues and asked whether the strata had investigated the cause of the moisture.

22. The strata says it hired On Side Restoration to investigate potential roof deficiencies. However, On Side's December 12, 2022 report noted the strata told it that unit 102 may be causing increased humidity resulting in condensation in units 103 and 104. The report does not mention the roof. Moisture readings in units 102 and 103 did not show any condensation or moisture buildup. Unit 104 had condensation on the roof and water damage on the wall furthest from unit 102. The report's author said they was not certified to determine the cause of the damage, but it was possible a pool could have a drastic effect on the surrounding environment. They recommended further investigation.
23. On December 22, 2022, the strata hired Design Roofing and Sheet Metal Ltd. to investigate potential leaks. Design's report said there was no sign of moisture on the ceiling or shared walls between units 102 and 103. It did find water damage on the wall between units 104 and 105, but no moisture on the ceiling. They were not able to access the roof due to snow. The report said no further action was required.
24. In January 2023, HydroPaws hired Yoneda & Associates, mechanical engineers, to review the ventilation system. I infer this was in response to the strata's November 30, 2022 letter. Yoneda's January 27, 2023 report said there was no sign of condensation on unit 102's walls or doors, though there was previous water damage to the molding in one corner. The report recommended installing equipment to achieve consistent ventilation. Correspondence from December 2022 to July 2024 showed HydroPaws worked with Maple Ridge and the strata to obtain permits and approval to install the recommended equipment.
25. The strata hired Insight Engineering Ltd. to assess condensation and moisture issues in the commercial units, especially units 103 and 104. Insight's May 31, 2023 report said it was hired to review HydroPaws' mechanical, plumbing and architectural drawings and reports, provide a detailed survey, assess HydroPaws' heating and ventilation equipment and systems, including deficiencies, and make

recommendations to modify or replace the equipment and systems. There is no evidence the strata asked Insight to investigate the cause of the moisture issues. While the strata says Insight's report confirmed significant condensation in unit 102 and 103, I find the report actually says there are photos that verify the condensation. The report does not attach the photos or say how they were attained. The report did not say there was moisture in units 103 or 104, although it mentioned the previously noted water damage on unit 104's wall.

26. I agree that Insight's report said that the pool creates excessive moisture. However, it did not say that this caused condensation or moisture issues in other strata lots. It recommended similar ventilation equipment to that in Yoneda's report.
27. HydroPaws finished installing the recommended equipment in September 2024.
28. The respondents say there were no new reports of moisture issues in 2023 or 2024. The strata says it received a new complaint about moisture damage in December 2024. The strata's January 13, 2025 letter to the respondents said unit 103 still had moisture issues, and asked if the ventilation equipment was working. The owner replied that all equipment was working properly.

***Did unit 102 cause the moisture issue?***

29. Under SPA sections 3, 26, and 72, the strata council must perform the duties and exercise the powers of the strata, including maintaining common property and enforcing the bylaws. This includes investigating complaints about alleged bylaw contraventions and damage to common property. So, once the strata received complaints about moisture, it had a duty to investigate.
30. The strata says unit 102's pool caused the moisture damage.
31. The respondents disagree. They say the strata did not properly investigate the cause or consider other possible causes. They say the roof or drains may be the cause, noting that debris clogs the drains. The owner says it had the drains cleaned in April 2022 because pooling water prevented the installation of the roof vents. It provided a receipt for the cleaning.

32. The respondents say that since late 2022, other units in the complex reported leaking roofs and condensation issues, and the strata hired Gill Brothers Roofing to investigate. HydroPaws says the strata would not provide Gill Brothers' reports. The strata says that roof investigations are outside the scope of this CRT dispute. I disagree.
33. As I note above, the strata was responsible to investigate the cause of the moisture issue. If roof investigations were done during the relevant time, I find they are relevant to this dispute. When a party does not provide relevant evidence, the CRT may assume the party did not provide the evidence because it would not help their case. This is called an adverse inference. Since the respondents say the roof may have caused the moisture issue, I find the roof investigations are obviously relevant. So, I draw an adverse inference and find it is possible the roof caused the moisture problems.
34. The problem for the strata is that while the reports mention signs of moisture or condensation, there is no evidence that unit 102's alterations were the cause. None of the reports in evidence say unit 102 had moisture on the ceilings or walls at any time. None of the reports identify the cause of the moisture issue. The Yoneda and Insight reports make ventilation recommendations for unit 102, but I find the engineers were hired to make those recommendation, and not to determine the cause of the moisture. I also find that the ongoing moisture issues, although HydroPaws has installed all the recommended equipment, supports that the pool was not the cause of the moisture.
35. For these reasons, I find that the strata has not proved HydroPaw's pool caused the moisture issues.

***Are the respondents responsible for the costs to investigate the moisture issues?***

36. I find the strata is not entitled to charge respondents for the inspection costs or the legal fees.



37. The strata says that under the SPA, the bylaws, and the AOL, the respondents are required to pay for the costs of the moisture issue investigations and legal fees. It says the investigations, legal fees, and this CRT dispute were all caused by unit 102's alterations. It argues that under the AOL, it is entitled to reimbursement of these amounts even if the pool was not the cause of the moisture issue.
38. In a January 26, 2023 letter, the strata sent the respondents On Sides' and Design's invoices, totalling \$1,123.50. The letter said this amount was charged to unit 102's account and was related to moisture issues from unit 102.
39. In a July 6, 2023 letter, the strata sent the respondents Insight's invoice for \$3,675 and Hamilton & Company's invoice for \$1,138.21, totalling \$4,813.21. The letter said these were legal and engineering costs related to the pool in unit 102. The lawyer's invoice mentions unit 102's alterations, and included charges for reviewing documents and communicating with the strata managers.
40. Together, these total \$7,376.16, the amount the strata claims in this dispute.

### Bylaws

41. The strata hired On Side and Design after units 103 and 104 complained of moisture issues. The strata argues it is entitled to charge the respondents for those costs under bylaws 3 and 33.
42. Bylaw 3 says an owner or tenant cannot use the strata lot in a way that causes a nuisance, interferes with another owner's use of their strata lot, or causes damage to the common property.
43. Bylaw 33 says a strata lot owner is deemed to be responsible for any loss or damage caused to the common property or to another unit where the cause of the loss or damage originated in their unit, or is the result of an act, omission, negligence, or carelessness of the owner or the tenant. Bylaw 33(4) says if the owner is responsible, they are strictly liable and must reimburse the strata for any resulting expense for maintenance, repair, or replacement, which is the strata's responsibility.

44. As I note above, the strata has not proved unit 102 is the cause of the moisture issue, that it originated in unit 102, or is the result of an act, omission, negligence, or carelessness of the respondents. Further, there is no evidence the strata performed any maintenance, repairs, or replacement.
45. So, I find the strata is not entitled to reimbursement from the respondents under the bylaws.

Assumption of Liability Agreement

46. I also find the strata cannot charge the claimed expenses to the respondents under the AOL.
47. The strata argues AOL sections 9 to 13 made the owner responsible for investigation and legal costs related to the moisture issues. The strata argues that the AOL entitles it to chargeback expenses if the investigation is triggered by a suspected issue with an alteration, even if subsequently it is determined that the alteration was not the cause of the damage.
48. AOL section 10 said the owner is responsible for any damage suffered or cost incurred by the strata as a result, directly or indirectly, of the alterations. I find “as a result of” means the alterations must have caused the damage or cost. While “directly or indirectly” broadens the meaning, there must still be a clear link between the alterations and the damage. Since the strata has not proved that HydroPaws’ alterations caused the moisture issue, I find AOL section 10 does not apply.
49. AOL sections 11 to 13 only apply if a someone makes a claim against the strata. As there is no evidence a third party has made a claim against the strata, I find these sections do not apply.
50. Finally, AOL section 9 says that if alterations or repairs to the alterations must be made for the safety, preservation, proper administration, or improvement of common property, then the owner must make those changes. If the owner does not make the changes, the strata can do the work at the owner’s cost.

51. The strata says it only has to show the costs were related to HydroPaw's alterations. The strata also says this dispute was commenced under AOL section 9 to have the respondents make the alterations recommended by Insight's report.
52. The strata says it obtained Insight's report because it was concerned that the humidity may be related to HydroPaws' alterations, and it became clear that a ventilation system was needed. Its July 6, 2023 letter enclosing Insight's report asked the owner to install a proper ventilation system. The strata says it then hired a lawyer because the owner failed to address the issues in the letter.
53. Finally, the strata says it had a continuing duty to investigate, although HydroPaws had already engaged Yoneda.
54. As I set out above, the strata's November 30, 2022 letter required HydroPaws to obtain a mechanical engineering report with ventilation recommendations. The strata does not dispute HydroPaws received Yoneda's report in January 2023, and started the process to install the recommended system. The strata also agrees this was before the strata hired Insight or the lawyer. The evidence shows the respondents reported their progress to the strata on an irregular basis.
55. The strata refers to *Garrow v. The Owners, Strata Plan LMS 445*, 2023 BCCRT 52 in support of its claim for engineering and legal costs. In *Garrow*, a CRT vice chair found that owners were responsible under an agreement to reimburse the strata for damage caused by their alterations, including legal costs. However, in *Garrow* there was no dispute that the damage was caused by the owner's alterations, and the strata completed the repairs to the common property. Here, the alterations did not cause the damage, and the strata did not make any repairs.
56. With respect to Insight's report and the legal fees, I find AOL section 9 does not entitle the strata to reimbursement of expenses unless the owner does not make the required changes. Here, the strata does not dispute that the respondents made the alterations the strata requested in the November 30, 2022 letter.

57. The strata also claims roof venting was not installed in 2022 as approved in the original alteration agreement. The respondents say they had to removing standing water from the roof to install venting stacks. Neither party provided further evidence about the roof vent. I find the presence or absence of a roof vent is not essential to this dispute. I cannot reconcile these statements, but it does not affect my decision.
58. For these reasons, I find the AOL does not entitle the strata to reimbursement for its claimed expenses. So, I dismiss the strata's claim.

***Is the strata responsible for the owner's out of pocket expenses and compensation for time spent dealing with the strata?***

59. The owner claims \$2,321.86 for out of pocket expenses for the rental and purchase of equipment. It provided receipts totalling \$1,973.95 for renting and purchasing a dehumidifier. It does not explain the difference between the claimed amount and the receipts. It also claims \$6,200 for its time dealing with the strata over the moisture issues.
60. The owner alleges the strata acted unreasonably or negligently in maintaining the common property, making it necessary to use the dehumidifier. I infer it is suggesting the strata did not maintain the roof. As I note above, it says it rented the dehumidifier to be proactive after the first moisture complaint. However, the owner did not provide any evidence that that the strata required it to obtain the dehumidifier. acted unreasonably or negligently, or that the dehumidifier was related to disrepair of the common property.
61. The owner claims 62 hours of time at \$100 per hour. It did not otherwise provide a breakdown of it time spent. I acknowledge that the owner spent time dealing with the strata, its tenant, and third parties with respect to these issues. However, the owner did not provide evidence to quantify the time spent on this matter, did not detail what was worked on during those hours, or provide a breakdown of why it would be entitled to this amount of money. Further, to the extent this time was spent after this dispute started, CRT rule 9.5(5) says that except in extraordinary

circumstances, the CRT will not order compensation for time spent dealing with the tribunal process.

62. For these reasons, I find the owner has not proved its claim, and I dismiss it.

***Is the strata responsible for HydroPaws' structural engineer costs, legal fees, and lost revenue?***

63. For the following reasons, I find HydroPaws is not entitled to reimbursement for engineering or legal costs, or compensation for lost revenue.

*Structural engineering costs*

64. HydroPaws claims \$1,180 for hiring a structural engineer. It says the strata did not file structural drawings with Maple Ridge. HydroPaws says Maple Ridge required the drawings to issue permits for the pool. However, HydroPaws did not provide any evidence that the strata was required to file the drawings, or that Maple Ridge required them. It also did not provide any supporting evidence for its claim, such as the invoice or a receipt.

65. So, I dismiss HydroPaws claim for reimbursement of the structural engineer report as unproved.

*Legal Fees*

66. HydroPaws consulted a lawyer about its dealings with the strata, including the events at issue in this dispute. It claims \$1,943.69 for reimbursement of legal fees.

67. Legal fees are not generally recoverable as damages. See *Voyer v. C.I.B.C.*, 1986 CanLII 1226 (BCSC). They can be claimed in the context of “costs” or dispute-related expenses. Since HydroPaws incurred the legal fees before the strata started this dispute, they are not a claim for dispute-related expenses. HydroPaws has not suggested any legal basis for this claim, and I find there is not one. It also did not provide evidence it paid this amount.

68. So, I dismiss HydroPaws' claim for reimbursement of legal fees.

### Lost revenue

69. HydroPaws says it cancelled clients on December 5 and 6, 2022, after being told of the moisture issue. It also says it had to close for inspections. I infer it also closed while making alterations to the strata lot. HydroPaws did not provide any supporting evidence of cancelled clients or lost income. It did not show how many clients it expected, or how much revenue it lost.
70. So, I find HydroPaws has not proved any damages from closures. I dismiss this claim.

### **CRT FEES AND EXPENSES**

71. 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. Since none of the parties were successful in their claims or counterclaims, I find that no party is entitled to reimbursement of their CRT fees.
72. The strata claims \$9,000 for unbilled and anticipated legal fees since starting this CRT dispute. CRT rule 9.5(3) says that the CRT will only order reimbursement of legal fees in extraordinary circumstances. The strata also claims \$3,740.61 for strata management fees related to this dispute. As I note above, CRT rule 9.5(5) says the CRT will not order a party to pay another party for time spent dealing with a dispute except in extraordinary circumstances. This includes time spent by the strata manager as the strata's agent. Further, the strata was not successful in its claims. I dismiss the strata's claim for dispute-related expenses.
73. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against the owner.

## ORDERS

74. I dismiss the strata's claim, the owner's counterclaim, and HydroPaws' counterclaim.

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Deanna Rivers, Tribunal Member

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<sup>1</sup> Amendment Note: Paragraph 13 was amended to correct an accidental omission under the authority of *Civil Resolution Tribunal Act* section 64.