



Civil Resolution Tribunal

Date Issued: September 16, 2025

Files: ST-2024-008436
and ST-CC-2025-001428

Type: Strata

Civil Resolution Tribunal

Indexed as: *Telisman v. The Owners, Strata Plan BCS 1772*, 2025 BCCRT 1289

B E T W E E N :

STEVEN TELISMAN

APPLICANT

A N D :

The Owners, Strata Plan BCS 1772

RESPONDENT

A N D :

STEVEN TELISMAN

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Nav Shukla

INTRODUCTION

1. This decision is about two disputes that are a claim and counterclaim between the same parties.
2. The applicant in dispute ST-2024-008436, Steven Telisman, co-owns a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS 1772. Mr. Telisman says that the strata breached *Strata Property Act* (SPA) sections 35 and 36 by failing to provide requested documents, specifically, unredacted bank statements and copies of cashed cheques. So, Mr. Telisman seeks an order that the strata provide unredacted bank statements as well as copies of the missing cashed cheques. Mr. Telisman is self-represented.
3. In the counterclaim, ST-CC-2025-001428, the strata claims a \$6,944.92 reimbursement for legal fees that its strata management company, Pacific Quorum Properties Inc., incurred to respond to a Provincial Court small claims action Mr. Telisman started against it. The strata says it was required to indemnify Pacific Quorum for this amount under its management contract, and Mr. Telisman is liable for the \$6,944.92 because they brought a frivolous and unsuccessful claim against Pacific Quorum. The strata also seeks an order that Mr. Telisman maintain a “civil manner” with the strata council and refrain from filing further frivolous legal claims against the strata. A strata council member represents the strata.

JURISDICTION AND PROCEDURE

4. 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). 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 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 and that an oral hearing is not necessary.
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.

ISSUES

7. The issues in these disputes are:
 - a. Did the strata fail to provide Mr. Telisman with requested documents in breach of SPA sections 35 and 36?
 - b. Is Mr. Telisman liable for the \$6,944.92 in legal fees?
 - c. Should the CRT order Mr. Telisman to maintain a civil manner with strata council members and refrain from filing frivolous legal claims against the strata?

EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, the applicant must prove their 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. Neither party provided any final reply argument, despite having the opportunity to do so.

Did the strata fail to provide Mr. Telisman with requested documents?

9. The evidence shows that on October 27, 2023, Mr. Telisman requested various documents from the strata including the strata's bank statements from October 2022 to October 2023 and copies of all cashed or cancelled cheques.

10. Mr. Telisman does not dispute that the strata provided the requested bank statements. However, they say that the bank statements were improperly redacted to remove the cheque numbers for various cheques. Mr. Telisman also says that the strata did not provide copies of all cashed cheques.
11. The strata says that it provided Mr. Telisman with all requested documents and that the bank statements are not redacted. Rather, it says that any missing cheque numbers are due to the bank's machine being unable to read the cheque number. The strata says that it has provided Mr. Telisman with copies of the cheques in any event, and so the cheque numbers can be verified by comparing the cheque amounts to the statements.
12. SPA section 35 sets out a list of records a strata must prepare and keep. Section 35(2)(l) includes copies of all bank statements, cancelled cheques and certificates of deposit. SPA section 36 says that when a strata receives a request from an owner for these records, the strata must make them available for inspection and provide copies to an owner within 2 weeks.
13. SPA section 36 is mandatory and requires a strata corporation to provide a requesting owner with an unredacted copy of a document listed in SPA section 35. So, I agree with Mr. Telisman that the strata is required to provide unredacted copies of the bank statements. However, I have reviewed the bank statements Mr. Telisman takes issue with and do not find it apparent that the strata, or anyone else, made any redactions as alleged. While there are multiple instances where the cheque numbers on the bank statements are missing, it does not appear that these cheque numbers were redacted. Rather, I find it more likely than not that the original bank statements the strata received did not have the cheque numbers to begin with.
14. As for the cashed cheques, it is unclear which cheques Mr. Telisman says the strata did not provide. In any event, I note that SPA section 35 does not require the strata to keep copies of cashed cheques, only cancelled cheques. So, even if there are cashed cheques that the strata did not provide, I find Mr. Telisman is not entitled to these under the SPA.

15. In conclusion, I find that Mr. Telisman has not shown that the strata has failed to provide copies of documents that it is required to keep under SPA section 35. So, I dismiss Mr. Telisman's claims in dispute ST-2024-008436. I turn now to the strata's counterclaims.

Must Mr. Telisman reimburse the strata for Pacific Quorum's legal fees?

16. It is undisputed that in March 2024, Mr. Telisman began a small claims action in the Provincial Court of BC against Pacific Quorum. In that action, Mr. Telisman alleged Pacific Quorum misappropriated the strata's funds.
17. Pacific Quorum retained a lawyer to defend the claim, and it was successful in having the claim dismissed. A legal invoice in evidence shows that Pacific Quorum paid \$6,944.92 in legal fees with respect to the small claims action. As noted above, the strata says it was required to indemnify Pacific Quorum for this amount under its management contract. A copy of the management contract is not in evidence.
18. The strata says it incurred the cost of Pacific Quorum's legal fees solely because of Mr. Telisman's actions, so it should be reimbursed the \$6,944.92 it paid to indemnify Pacific Quorum. Notably, however, the strata does not address the legal basis for its reimbursement claim against Mr. Telisman. For example, the strata does not say that it is entitled to the reimbursement based on a section of the SPA or a strata bylaw. There is also no suggestion that Mr. Telisman ever agreed to reimburse this amount.
19. It is unclear whether the strata argues that it is entitled to this reimbursement based on the law of special costs. The CRT has applied the law of special costs when considering whether a party's conduct justifies reimbursing the other party's legal fees. Here, however, the strata does not seek reimbursement for its own legal fees relating to these CRT disputes. Rather it seeks reimbursement for the legal fees Pacific Quorum incurred in the small claims action. Under the circumstances, I do not find the law of special costs applies.

20. I find the strata has failed to show any legal basis for its reimbursement claim against Mr. Telisman. So, I dismiss this part of the strata's counterclaim.

Should the CRT order Mr. Telisman to maintain a civil manner with strata council members and refrain from filing frivolous legal claims against the strata?

21. Finally, I turn to the strata's request that I order Mr. Telisman to maintain a civil manner with strata council members and that Mr. Telisman refrain from filing frivolous legal claims against it.

22. The strata says that Mr. Telisman has made various meritless claims and complaints all relating to the alleged redacted cheque numbers. These include a complaint to the RCMP about alleged fraud, the small claims action, and Mr. Telisman's CRT dispute dismissed above. The strata says that Mr. Telisman has a history of making meritless claims and harassing strata council members, justifying its requested orders.

23. I decline to order these remedies for the following reasons. First, to be enforceable, a legal order must be clear and not capable of different interpretations. Ordering someone to maintain a "civil manner" could be interpreted in different ways, depending on one's perspective. So, I find the strata's requested order that Mr. Telisman maintain a civil manner with strata council members is too vague to be enforceable. For this reason, I do not make this order, and I dismiss this part of the strata's counterclaim.

24. Next, it appears that the strata seeks to have Mr. Telisman labeled as a vexatious litigant to prohibit them from filing future frivolous claims. I am not satisfied on the evidence before me that Mr. Telisman is a vexatious litigant. In the only other CRT decision involving these parties, *Telisman v. The Owners, Strata Plan BCS 1772*, 2022 BCCRT 659, Mr. Telisman was the successful party. Further, it does not appear that Mr. Telisman has filed any strata disputes after filing dispute ST-2024-008436. Given this, I dismiss this part of the strata's counterclaim as well.

CRT FEES AND EXPENSES

25. 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. As both parties were unsuccessful in their respective disputes, I find it appropriate for them to bear the cost their own CRT fees and any dispute-related expenses.
26. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Mr. Telisman.

ORDER

27. I dismiss the parties' claims.

Nav Shukla, Tribunal Member