



Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Zhou v. The Owners, Strata Plan EPS6641*, 2025 BCCRT 1315

B E T W E E N :

BO SHENG ZHOU

APPLICANT

A N D :

The Owners, Strata Plan EPS6641

RESPONDENT

A N D :

BO SHENG ZHOU

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Eric Regehr, Vice Chair

INTRODUCTION

1. The applicant, Bo Sheng Zhou, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS6641. There was a leak that damaged his strata lot and several strata lots below his. After the leak, the strata demolished parts of Mr. Zhou's kitchen to do emergency remediation. When that was done, the strata did not reinstall the kitchen cabinets and appliances, which Mr. Zhou believes the strata should have done. He claims \$3,780, the amount he spent to repair his kitchen. Mr. Zhou is represented by a non-lawyer family member.
2. The strata says the leak originated in Mr. Zhou's strata lot. The strata says that Mr. Zhou is responsible for repairing and maintaining his own strata lot, including the kitchen repairs. So, the strata denies responsibility for those repair costs. The strata also counterclaims for \$20,0026.16. This is how much the strata says it spent on emergency restoration for Mr. Zhou's strata lot, the 2 strata lots below his, and common property. The strata says Mr. Zhou is responsible for these costs under the strata's bylaws. A council member represents the strata.
3. Mr. Zhou says a common property pipe leaked and caused the damage at issue. He denies responsibility for the chargeback.

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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between dispute parties that will likely continue after the CRT's process has ended.
5. CRTA section 39 gives the CRT discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. In some respects, the credibility, or truthfulness, of Mr. Zhou and the strata's restoration contractor are relevant. Resolving credibility may be a reason to hold an oral

hearing. However, the advantages of an oral hearing must be considered in light of the CRT's mandate to resolve disputes in a speedy, informal, and accessible manner. Oral hearings are not necessarily required to resolve credibility issues. It depends, in part, on what questions turn on credibility, their importance, and the likelihood that cross examination will help resolve them. Here, the credibility issues are not central to the dispute and neither party requested an oral hearing. I find I can make the necessary findings on the written materials, so I decided to hear this dispute through written submissions.

6. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court.
7. Under section 123 of the CRTA and the CRT rules, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.
8. Mr. Zhou takes issue with the notice the strata gave, or did not give, about entering his strata lot to do work. He also questions the strata manager's handling of the situation. He asked for no remedy about these allegations, so I will not address them in my decision.

ISSUES

9. The issues in this dispute are:
 - a. Did the leak come from Mr. Zhou's faucet or the black pipe?
 - b. Is Mr. Zhou responsible for the strata's restoration and repair expenses?
 - c. Is the strata responsible for Mr. Zhou's kitchen reinstallation expenses?

BACKGROUND

10. In a civil claim such as this, Mr. Zhou and the strata each must prove their claims on a balance of probabilities. This means more likely than not. While I have read all the

parties' evidence and submissions, I only refer to what is necessary to explain my decision.

11. The strata consists of 563 residential strata lots in a single high-rise tower. Mr. Zhou owns strata lot 544, which is on the 59th floor. I will refer to it as Mr. Zhou's strata lot or 5908, its unit number. The strata lot directly below 5908 is 5708, and the strata lot directly below that is 5608. For clarity, there is no 5808.
12. Mr. Zhou's strata lot has a kitchen with 4 cabinets along an exterior wall. The left side of that row of cabinets is open to the rest of the strata lot. The kitchen sink is above the second cabinet from the left. The cabinets do not go all the way to the floor, and instead have legs I estimate are 3 inches high. The exact height is not important. What matters is that the underside of the cabinets is open.
13. I will set out a brief chronology, which is undisputed unless I mention otherwise.
14. The first evidence before me about a water issue is a June 27, 2023 email from a resident in 5608 to the concierge and building manager. According to the email, On Side Restoration had attended 5608 on June 24, 2023, to remove wet ceiling, install drying equipment, and cover it with plastic vinyl. The resident said the dripping was back.
15. The strata had difficulties determining where the water was coming from. On July 5, 2023, the strata manager emailed the owners of 5608, 5708, and 5908 informing them that the building manager, On Side, and a representative from the owner developer's warranty department would attend each strata lot on July 7 to investigate. In 5908, they discovered a split in Mr. Zhou's faucet hose, which caused water to spray when the faucet was on. Someone took a short video during the inspection. It shows that there was plastic wrap around part of the hose, which Mr. Zhou implicitly admits was a temporary repair he attempted. It is unclear who speaks in that video, but they clearly attribute the larger water issue to the faucet hose leak.

16. After the strata representatives left on July 7, 2023, Mr. Zhou hired a plumber, Marvel Plumbing & Drainage, to replace the entire faucet. Marvel's invoice confirmed that a split in the faucet hose caused water to spray when the water was on. The invoice did not mention anything about the leak's impact on the cabinet underneath the kitchen sink. Marvel's invoice also indicates it checked everything else in the kitchen to make sure there were no other possible leaks and found none.
17. On Side emailed the strata its initial report on July 9, 2023. It outlined the damage in 5608, 5708, and 5908. 5608 had a saturated ceiling, a wet exterior wall, and visible mold. 5708 also had a saturated ceiling and wet exterior wall, as well as visible swelling on kitchen cabinets. 5908 had visible swelling on the hardwood under the kitchen cabinets. On Side recommended removing about 30 square feet of hardwood in 5908. On Side said the faucet leaked when it was on, causing water to collect in the cabinet below. The report is not detailed on the issue of causation, but it is clearly implied that On Side believed this water then leaked out of the cabinet onto the floor and eventually down to the strata lots below. The only photos in the report are of the faucet.
18. According to Mr. Zhou, On Side returned on July 14, 2023. Its workers removed all 4 kitchen cabinets along the exterior wall and engineered hardwood. They returned again on July 17, 2023, and opened up a large section of the drywall behind the kitchen sink. This exposed a large black pipe in the exterior wall. The strata does not dispute any of this, so I accept it is accurate. Mr. Zhou believes this black pipe is responsible for the water damage. He says On Side's workers found moisture, dried it, and applied sealant around the pipe.
19. On July 27, 2023, the strata wrote Mr. Zhou a letter notifying him of a bylaw complaint regarding the leak. The strata cited bylaw 1(1), 1(3), and 41.
20. On Side prepared another report on July 31, 2023. The report said On Side had completed all emergency remediation in 5608, 5708, and 5908. Based on moisture readings, On Side believed there were also problems in 5508, but the tenant in that unit was resisting access. It appears that no work was ever done in unit 5508.

21. Mr. Zhou says that On Side's workers returned between August 3 and 5, 2023. He says that they inspected the black pipe sealant before installing new drywall. On Side's workers did not reinstall Mr. Zhou's kitchen components. Through his family member, he tried to get the strata to do this work but the strata said it was his responsibility. It is not clear when exactly Mr. Zhou hired a contractor to reinstall the kitchen components, but the contractor's invoice is dated September 15, 2023. The contractor charged \$3,600 plus tax.
22. On August 17, 2023, the strata wrote Mr. Zhou a decision letter. After reviewing Mr. Zhou's response to the July 27, 2023 complaint letter, the strata decided that he was responsible for the leak. The strata said it would be charging the emergency and common property repair costs to him after it received the invoices. As noted, the strata says these chargebacks total \$20,0026.16, although it provided no evidence to support this figure.

ANALYSIS

Did the leak come from Mr. Zhou's faucet or the black pipe?

23. The strata maintains that the leaky faucet hose caused the damage to 5608, 5708, and 5908. Mr. Zhou admits there was a problem with the faucet hose but denies it could have caused the damage. He blames the black pipe in the exterior wall.
24. I acknowledge that there is evidence to support both parties' arguments. I also acknowledge that there are flaws to both parties' theories that are difficult to reconcile. Still, I must decide which theory is more likely to be correct, which does not require certainty. With that in mind, I turn to the evidence.
25. The strata's arguments are as follows. Mr. Zhou does not dispute that the kitchen faucet was leaking. The leak caused water to drip into the cabinet underneath the sink. That cabinet showed signs of water damage. On Side, the only expert to assess the situation at the time, believes the faucet leak caused the water damage. There is no objective evidence to support Mr. Zhou's theory about the black pipe, so there is no plausible explanation for the water damage other than the faucet leak.

26. Mr. Zhou counters as follows. His faucet was only leaking for a couple days. So, it is inconceivable that enough water escaped from the kitchen faucet to cause damage 2 floors below. Related to this, there was no water damage to the cabinet. He relies on his own expert evidence to prove this. He also he saw moisture around the black pipe and saw workers resealing it.
27. I turn first to the cabinet under the kitchen sink. The strata points to 3 photos in On Side's July 31 report that show 2 uninstalled cabinets resting on their side on a dolly, all labelled "Unit 5908 - Swollen cabinets". Two of those photos are close-ups of the same corner. They show primarily the underside of one corner of the bottom cabinet. There is delamination between the wood core and laminate covering. I agree with the strata this likely shows water damage. The third photo is taken from farther away. It is possible this photo shows delaminating along another edge on the underside of the cabinet, but it is not high enough quality for me to draw that conclusion. The text of the report does not explain the extent of the "swollen cabinets" further, so I can only rely on the photos. I find that the photos only prove delamination or water damage in the one corner.
28. Mr. Zhou argues this evidence is irrelevant because the 3 photos do not show his cabinets. Presumably, he believes On Side mixed up his cabinets with one of the other demolished strata lots. On this point, I find Mr. Zhou is obviously wrong. Based on a video Mr. Zhou took of his demolished kitchen, On Side removed the 4 cabinets as 2 pairs. One pair was on a dolly in the kitchen area. The other pair was on a dolly in a hallway. The second pair of cabinets clearly matches the 3 photos labelled "Unit 5908 - Swollen cabinets", which show the delamination described above. I reach this conclusion by comparing the cabinets' size and configuration, the placement and angle of the dolly relative to the hallway wall, and the pattern of tape holding the cabinets together.
29. Mr. Zhou argues that the kitchen sink cabinet was stored in the other pair, in the kitchen. I find this is also wrong. Those cabinets are labelled #3 and #4, and #3 is labelled with the word "stove". The stove is to the right of the kitchen sink. Rather, I find it clear from the cabinets' configuration that the cabinets stored in the hallway

are the 2 leftmost cabinets in the kitchen. Based on the way they are resting, I can tell that the delamination discussed above is on the underside of the back left bottom corner of the cabinet under the kitchen sink. In short, I find that there was some amount of water damage to the cabinet under the kitchen sink.

30. This finding is contrary to a video Mr. Zhou provided of his contractor explaining why they did not believe the faucet caused the water damage. I return to other aspects of this video below, but one point the contractor makes is that there was “no warping” and “no water damage” to Mr. Zhou’s cabinets, and the inside of the cabinets were “flat” when they reinstalled them. They also say that the photos in the On Side report were not of Mr. Zhou’s cabinets.
31. I find that the contractor was likely shown the wrong photos because they refer to mold and warping. There is no mold or warping in the photos of 5908’s cabinets. Rather, photos on other pages labelled 5608 and 5708 show considerable mold and other damage to the tops of their cabinets.
32. As for the contractor’s statement that there was “no water damage”, I find the most likely explanation is that they simply did not notice the delamination. The damage I described above is minor, perhaps 3 or 4 inches of slight delamination along each edge of the underside corner of the cabinet. I take from this mistake that the contractor did not closely examine the cabinets’ exterior. However, I do accept the contractor’s evidence that there was no warping and that the inside of the cabinet was flat. The photos do not show warping. More importantly, this statement is consistent with the strata’s July 7, 2023 video, which briefly shows the inside of the cabinet under the kitchen sink. That section of video is somewhat shaky, but when I view it at a reduced speed, the cabinet’s interior appears flat and undamaged.
33. So, while the contractor’s statement that there was “no water damage” is not completely accurate, it is largely accurate. I find the weight of the evidence is that the cabinet had only minor, even superficial, water damage. I address the significance of this finding below.

34. The contractor also expressed an opinion in the video that the faucet leak did not cause the water damage. I place no weight on that aspect of the video. The CRT's rules require experts to state their qualifications. There is no evidence about the contractor's education, training, or experience. Sometimes, the CRT will waive strict compliance with this rule when it can reasonably infer that a person is qualified given their occupation. Here, Mr. Zhou simply describes the person as a contractor, which I find is not enough to prove they are qualified to give an opinion about the cause of water leaks or water damage.
35. I did find one other aspect of the contractor's video helpful, which was their demonstration of how water would leak from a split faucet hose. I do not consider this to be a matter of expert opinion, so the lack of evidence about the contractor's qualifications does not prevent me from considering this evidence. He did the demonstration in a bathtub. The important fact I take from it is that the amount of water that would actually dribble down into the cabinet is minimal. This is consistent with the July 7, 2023 video, which appears to show only a small amount of water in the cabinet after the strata's test.
36. This brings me to the main problem with the strata's theory, which is the sheer amount of damage relative to the size of the faucet leak. It is undisputed that the faucet hose only leaked when the kitchen faucet was on. Mr. Zhou lives with his spouse, and I take it as a notorious fact that most people's kitchen faucet is not in constant use. So, Mr. Zhou's faucet would intermittently drip a small amount of water into the cabinet. From this, the strata asks me to conclude that enough water escaped the cabinet to saturate 2 feet up 5908's kitchen wall, damage 30 square feet of 5908's hardwood, seep down multiple floors, saturate at least 2 more walls and 2 ceilings, drip onto those strata lots' cabinets, and accumulate enough to grow extensive mold. All without the water causing more than superficial damage to the cabinet under Mr. Zhou's kitchen sink, where all the water supposedly originated. It is difficult to reconcile these 2 facts.
37. Expert evidence could convince me that a small leak could accumulate to that degree without meaningfully damaging the cabinet. On that point, I turn next to the

quality of On Side's evidence. Its reports consistently expressed the opinion that the faucet caused the damage, and I am satisfied that the project manager who wrote the reports likely has sufficient qualifications to express an opinion about that issue. However, for the following reasons, I place little weight on On Side's reports to the extent they express an opinion about the leak.

38. First, Mr. Zhou says he discovered the leak on July 5, 2022, well after the first reports of damage in 5608. On Side essentially says it knows the faucet was leaking for weeks because there was so much damage, but that is circular reasoning. I accept that it is possible that the faucet could have dripped inside the cabinet without Mr. Zhou noticing, but I agree with Mr. Zhou that it is unlikely that he would not notice water then escaping the cabinet onto the floor. As noted, On Side said there was 30 square feet of warped flooring under the cabinets. If the water causing that warping came from the cabinet, it would mean there would be a noticeable amount of standing water on the floor. In contrast, if the water damage came from a slow leak inside the exterior wall, as Mr. Zhou contends, there would not necessarily be standing water underneath the cabinets.
39. Also, On Side never provided any substantive explanation for its opinion beyond pointing out that the faucet hose leaked, as if that were itself conclusive evidence. This is so even after Mr. Zhou questioned whether the faucet caused the damage and raised the issue of the black pipe. Specifically, after a council hearing in October 2023, the strata asked On Side's project manager about the black pipe. Among other things, the strata told the project manager that Mr. Zhou claimed On Side's workers had "cut a hole in the back wall and were tinkering with pipes behind there". The strata said Mr. Zhou believed this could be the water's source. On Side's specific response to this was: "We only cut out what was wet". On Side did not say anything about the black pipe one way or the other. The strata also asked if On Side had any videos proving how the faucet leak could impact the units below 5908 because Mr. Zhou had said "it would be impossible for the water to go in and behind". On Side did not respond to this question.

40. On Side's failure to answer such specific questions about the black pipe cause me to question the reliability of the project manager's opinion about the leak. On Side is the only independent entity able to give clear evidence ruling out the black pipe and refuting Mr. Zhou's evidence, because only its workers were there while the wall was open. And yet, when directly asked, On Side did not simply say that its workers did not do any work on the black pipe.
41. The strata's response to Mr. Zhou's evidence about workers fixing the black pipe is also concerning. It says Mr. Zhou provided no independent evidence that the black pipe caused the damage, but does not say what evidence Mr. Zhou, as an owner, could have conceivably obtained. By the time he had his own contractor in, On Side had already drywalled over the pipe. Notably, the strata does not actually say that no one worked on the black pipe. As with On Side, if the strata knew that no one worked on the black pipe, it would have been a simple thing to say.
42. It is also not entirely true that there is no evidence at all that the black pipe leaked. Mr. Zhou provided a video he took on August 2, 2023, while the wall was open. In the video, he points to the sealant around the black pipe and the concrete underneath it. He appears to press on it, while speaking. However, he is speaking in a language other than English and he provided no English translation. Under the CRT's rules, I cannot accept evidence that is not in English or translated into English. So, I have only considered the visual part of the video.
43. Mr. Zhou says the video shows the fresh sealant. I am not able to tell from the video whether the sealant is fresh or not. Still, I take 2 things from the video. The first is that there is a large black pipe in the exterior wall. The second is the simple fact that Mr. Zhou took the video. It would have been strange for Mr. Zhou to take a video of the black pipe in which he touches the sealant and the area around the sealant, while talking, for no reason. So, the video is some limited evidence supporting his allegation that workers attended to apply sealant.

44. I will comment on one final piece of evidence, which is a drying log the strata provided. There is no expert evidence interpreting this evidence, and I find it does not obviously support one theory over the other.
45. As noted, there are problems with Mr. Zhou's evidence, too. He was wrong about whether his kitchen cabinets had any water damage. There is no clear and direct evidence that On Side worked on the black pipe. Mr. Zhou mentions photos proving On Side's workers worked on the black pipe, but there are no such photos in evidence. Also, On Side is a large, well-respected restoration contractor and it would be unusual for it to do work to fix a leaking pipe without mentioning it in any reports. The absence of any mention of a black pipe is some evidence that On Side did not do the work Mr. Zhou alleges. This did give me pause.
46. Still, on balance, I find that the weight of the evidence is in Mr. Zhou's favour. I cannot be sure, but I find that the more likely explanation is that the leak came from the black pipe.

Must Mr. Zhou pay the strata's restoration expenses?

47. There are several bylaws that could have made Mr. Zhou responsible for the strata's restoration expenses. Specifically, bylaw 8(2) authorizes the strata to conduct emergency repairs in the event of a water loss to mitigate further loss or damage. Bylaw 41(6) allows the strata to charge these costs to the owner of the strata lot where the damage occurred or originated.
48. Along similar lines, bylaw 41(4) says an owner must indemnify the strata for any loss or damage to the property for which the owner is responsible, or any loss or damage resulting from an event, occurrence, or incident occurring or originating within the owner's strata lot. Under bylaw 41(5), this includes investigation, remediation, and repair.
49. However, these bylaws both require the damage to originate within a strata lot. The black pipe at issue is a pipe within an exterior wall. Under SPA section 1(1), this makes the pipe common property. So, these bylaws do not apply. There is no other

bylaw that would allow the strata to charge costs. So, I dismiss its claim for payment of the chargeback. Mr. Zhou did not ask for an order that the chargeback be removed, so I make no order about it, but my decision means the strata cannot collect the chargeback.

Is the strata responsible for the cost to reinstate Mr. Zhou's kitchen?

50. Under the SPA, the strata is responsible for common property repairs and owners are responsible for strata lot repairs. A strata may pass bylaws altering some of these responsibilities. The strata has no bylaw making it responsible for the reinstallation of Mr. Zhou's kitchen cabinets and appliances.
51. There are exceptions to this general rule. Several CRT decisions have concluded that if a strata intentionally damages a strata lot as part of an investigation or repair of common property, it must repair that damage. The rationale is that fixing intentional damage, such as patching drywall, is properly considered part of the common property repair. A recent example is *Greenwood v. The Owners, Strata Plan LMS 4102*, 2025 BCCRT 856.
52. Here, the strata's initial intention in having On Side remove the cabinets and the drywall behind the cabinets was not to investigate or repair common property, but to mitigate damage based on its belief that the faucet was the water source. However, in the course of this mitigation work, the strata found a common property issue requiring repair, which changed the character of its initial work. I find the strata's demolition work ended up being intentional work to investigate and repair a common property problem. I find that the strata was responsible for repairing the intentional damage it caused to Mr. Zhou's strata lot. That includes both reinstalling the drywall, which it did, and reinstalling the cabinets and appliances, which Mr. Zhou paid for. On that basis, I find that the strata is responsible for the cost to reinstall the cabinets.

53. I order the strata to reimburse Mr. Zhou \$3,780.

TRIBUNAL FEES, EXPENSES, AND INTEREST

54. Under CRTA section 49, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Zhou was successful, so he is entitled to reimbursement of \$225 in CRT fees. He did not claim any dispute-related expenses. I dismiss the strata's claim for reimbursement of CRT fees.
55. The *Court Order Interest Act* applies to the CRT. However, Mr. Zhou waived his right to interest, so I order none.
56. The strata must comply with the provisions in section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Zhou.

DECISION AND ORDERS

57. Within 30 days of this decision, I order the strata to pay Mr. Zhou \$4,005 within 30 days of this decision, broken down as follows:
- a. \$3,780 in damages, and
 - b. \$225 in CRT fees.
58. Mr. Zhou is also entitled to post judgement interest under the *Court Order Interest Act*, as applicable.
59. I dismiss the strata's claims.

60. 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 that it is filed in.

Eric Regehr, Vice Chair