



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Demren v. The Owners, Strata Plan BCS 2625*, 2025 BCCRT 1342

B E T W E E N :

MEHMET SENIH DEMREN and LILYA JANGIROV

APPLICANTS

A N D :

The Owners, Strata Plan BCS 2625

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about a chargeback for a common property garage door repair.
2. The applicants, Mehmet Senih Demren and Lilya Jangirov, are joint owners of strata lot 15 in the respondent strata, The Owners, Strata Plan BCS 2625. The applicants say the strata acted improperly by charging back the cost of a garage door repair to

their strata account. Specifically, the applicants say the strata did not follow the bylaw enforcement procedure required by the *Strata Property Act* (SPA) and did not adequately notify the applicants of the chargeback. The applicants ask me to order the removal of the \$728.85 chargeback from their strata account.

3. The strata acknowledges that it did not immediately notify the applicants of the specific amount of the chargeback but maintains that it acted within its authority under the strata's bylaws to charge the applicants for the garage door repair.
4. Mehmet Demren represents the applicants. A strata council member represents the strata.
5. For the reasons set out below. I dismiss the applicants' claim.

JURISDICTION AND PROCEDURE

6. 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.
7. 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. I find that an oral hearing is not necessary in the interests of justice and fairness.
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.

ISSUE

9. Is the strata entitled to charge \$728.45 back to the applicants?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, the applicants 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.

Background

11. The strata was registered in the Land Title Office on November 14, 2007. The strata adopted the SPA's Standard Bylaws with several amendments added. The strata has periodically further amended these bylaws. On October 16, 2020, the strata amended its bylaws to add bylaw 36. Bylaw 36 requires an owner to indemnify the strata for any loss or damage to common property caused by the owner's negligent or careless damage to strata lot property or common property.

The incident

12. The strata parkade contains 2 garage gates. After passing through the first gate, vehicles enter the visitor parking area. Residents must pass through a second gate to enter the resident parking area. The strata gives residents a special garage gate opener that has separate buttons for each garage gate. The strata says when a driver presses the button, the corresponding gate will open for long enough for one vehicle to safely pass under the gate.
13. The strata says that each vehicle must ensure it has successfully triggered a gate opening cycle by activating the button for that gate. If another vehicle has travelled through the gate, the strata says a second vehicle must push the opening button and wait for the gate to fully open before proceeding, otherwise they risk the gate prematurely closing.

14. On August 23, 2021, a strata resident reported seeing a vehicle, that was later identified as belonging to Mr. Demren, that smashed into the second garage gate. The resident reported that the garage gate was going up and down repeatedly because of the damage.
15. On August 25, 2021, a strata council member reported to the strata council members their review of video footage of the incident. The video footage was not included in evidence in this dispute. But I summarize it here as the parties do not materially dispute the incident. The video footage reportedly shows that another vehicle had exited through the second gate and Mr. Demren's vehicle proceeded through the gate while it was still open. The video footage also shows that Mr. Demren's vehicle was tall and had a roof rack. The video footage further shows that the front of Mr. Demren's vehicle triggered the gate to stay up but the gate had not fully reopened when his roof rack hit the gate, resulting in the vehicle getting caught in the gate. The video footage then shows Mr. Demren's vehicle reversing before pulling through the gate once it had fully opened.
16. On August 27, 2021, the strata emailed Mr. Demren, notifying him that the strata had determined his vehicle was responsible for repair costs for the second gate as Mr. Demren's vehicle had been caught in the gate. At that time the strata said that it did not have an invoice for the repair work but would ensure that Mr. Demren was only charged for repairs to the second gate.
17. On May 8, 2023, the strata's property manager sent the applicants a statement of account that included the \$728.85 chargeback for fixing the second garage door. Neither party provided a copy of the applicants' account statement in evidence. Based on the email conversation between the parties in 2023, it appears that the chargeback was added to the applicants' strata account on October 13, 2021, but the applicants were not notified of the chargeback until at least May 8, 2023.
18. Mr. Demren objected to the strata's delay in notifying him of the chargeback. On May 19, 2023, the strata responded to Mr. Demren's objection. In response, the strata acknowledged that the chargeback letter was not previously sent but said that

3 members of council plus an “executive” had approved the chargeback. I note from the email conversation between the parties that Mr. Demren was a strata council member at the time the other council members approved the chargeback and so was not permitted to vote on this issue. The strata did not produce any evidence of a council vote in August 2021.

19. On November 15, 2023, the applicants appeared before strata council to dispute the chargeback. On November 20, 2023, the strata’s property manager confirmed that the strata had decided the chargeback was applicable.
20. The applicants object to the chargeback on three grounds. The applicants say:
 - a. There is no evidence of the strata council’s approval to proceed with the charge. Mr. Demren says the council did not prove that the majority of council approved the chargeback,
 - b. The strata did not send a bylaw violation notice in a reasonable period, and
 - c. The applicants did not have an opportunity to appeal the bylaw charges.

Is the strata entitled to chargeback \$728.85 to the applicants?

21. For the strata to chargeback repair costs to a strata lot account, it must have authority to do so under a valid and enforceable bylaw that creates the debt. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512 at paragraphs 40 to 41.
22. The strata relies on bylaw 36(2), which requires an owner to indemnify the strata for damage arising from the owner’s negligence or carelessness. Bylaw 36(3) and (4) require an owner who causes damage to reimburse the strata for the repair cost.
23. The applicants say the strata did not follow the requirements of SPA section 135 to conduct bylaw enforcement against them. However, since bylaw 36 requires an owner who causes damage to indemnify the strata for repair costs arising from that damage, I find that the SPA section 135 bylaw enforcement requirements do not apply. The strata was not required to follow the bylaw enforcement procedure to charge the repair costs to the applicants.

24. However, bylaw 18 says that decisions at council meetings must be made by a majority of council members present in person and the results of all votes must be recorded in the meeting minutes. The applicants say there is no evidence that the strata held a council vote for the chargeback in August 2021. In support of this argument, the applicants provided a printout of the strata's council meeting dates. The list does not include any meeting or minutes being recorded in August 2021. I note that the list includes council meeting minutes on November 15, 2023, the date of the applicants' strata hearing.
25. So, I find there is no evidence of the strata's vote and majority approval of the chargeback in August 2021, other than the email reporting of the strata's decision. There is also no evidence of the specific majority vote for the November 15, 2023, meeting.
26. A strata council's failure to properly record its voting and reporting record does not make a council decision invalid, provided that the decision was still made by a majority of the strata council. See *Yang v. Re/Max Commercial Realty Associates (482258 BC Ltd.)*, 2016 BCSC 2147 at paragraph 127.
27. There is nothing to suggest the council hearing in November 2023 was not duly constituted. Following the reasoning in *Yang*, this implies that the strata's decision at the November 15, 2023 meeting on the chargeback was valid, as the evidence supports a conclusion that the November 15 decision was made by a majority of council.
28. The applicants also say they did not have sufficient time to gather evidence to defend against the chargeback such as saving their dashcam footage. I take this objection to mean that the applicants dispute that their vehicle caused damage. However, the August 27, 2021 email said that the strata held Mr. Demren responsible for the damage. Mr. Demren did not provide any evidence that he contested the strata's conclusion at that time or took steps to retain his dashcam footage. Nor have the applicants presented any facts to dispute the version of

events that the strata council member relayed in the August 27 email described above.

29. The applicants also say the strata did not adequately notify them of the chargeback amount in a timely way. I find that the delay in notifying the applicants of the chargeback amount was not ideal. However, I note that the strata informed Mr. Demren that the strata had decided he was responsible for the chargeback soon after the incident. So, I find that Mr. Demren knew about the strata's decision in August 2021. While the strata did not provide details of the chargeback amount until May 2023, I find that the lack of any interest charges or penalties means that the applicants have not suffered any burdensome or unjust consequences for the strata's delay. So, I find the strata has not acted significantly unfairly in imposing the chargeback.
30. For these reasons, I dismiss the applicants claim to remove the chargeback.

CRT FEES AND EXPENSES

31. 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. The applicants were unsuccessful, so I dismiss their claim for CRT fees.
32. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicants.

ORDER

33. I dismiss the applicants' claim.

Mark Henderson, Tribunal Member