



Civil Resolution Tribunal

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Type: Strata

Civil Resolution Tribunal

Indexed as: *Yin v. The Owners, Strata Plan BCS2478, 2026 BCCRT 180*

B E T W E E N :

HANG YIN

APPLICANT

A N D :

The Owners, Strata Plan BCS2478

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Deanna Rivers

INTRODUCTION

1. This strata property dispute concerns chargebacks for paint damage and elevator repairs.
2. The applicant, Hang Yin, owns strata lot 430 (SL430) in the respondent strata corporation. Ms. Yin represents herself. A council member represents the strata.

3. In 2022, the strata charged Ms. Yin \$414.75 for elevator repairs. The strata says her tenant caused the elevator to stop. Ms. Yin says the elevator already required maintenance, and her tenant did not cause the stoppage. She asks for an order the strata remove the chargeback. She also asks for disclosure of elevator maintenance logs before September 2022, and information for owners to make future elevator repair decisions.
4. In November 2023, the strata charged Ms. Yin \$603.75 for the cost to repair ceiling and wall damage. The strata says Ms. Yin's tenant caused the damage. Ms. Yin says the strata has not proved her tenant was responsible. She asks for an order the strata remove the chargeback. She also asks for a written apology, and a new bylaw creating an appeal process for strata decisions.
5. The strata says Ms. Yin's tenant was dancing and jumping in the elevator, which caused the stoppage. It also says her tenant moved a sofa bed carelessly, contrary to the bylaws, which caused the ceiling and wall damage.
6. For the following reasons, I order the strata to remove the \$414.75 and \$603.75 chargebacks from SL430. I dismiss Ms. Yin's remaining claims.

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. The applicable CRT rules are those that were in place at the time this dispute was commenced. Under CRTA section 123, 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.

Preliminary Issues

10. Ms. Yin asks for elevator maintenance logs before September 2022. The strata provided logs from September 2021 to September 2022 as evidence in this dispute. So, I find Ms. Yin already has the requested documents and decline to make this order.
11. Ms. Yin also asks for a written apology from the strata. The CRT has consistently held that it will not order apologies, because involuntary apologies serve little or no useful purpose. So, I decline to make this order.

ISSUES

12. The remaining issues in this dispute are:
 - a. Was the strata entitled to charge Ms. Yin \$414.75 for elevator repairs?
 - b. Must the strata send information about the elevators to the owners?
 - c. Was the strata entitled to charge Ms. Yin \$603.75 for paint repairs?
 - d. Must the strata enact a new bylaw establishing an appeal process?

EVIDENCE AND ANALYSIS

13. In a civil proceeding like this one, Ms. Yin as the applicant must prove her 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.
14. The strata was created in August 2007 and consists of residential strata lots in 2 high-rise buildings. Ms. Yin owns SL430 on the 29th floor.
15. Land Title Office documents show the strata filed a complete new set of bylaws in February 2009, and has amended them since then. I address the relevant bylaws below as necessary.

Elevator Repairs

16. On March 19, 2022, Ms. Yin's tenant was trapped in the strata's elevator for about 2.5 hours. The strata says the concierge who reviewed the elevator video said the passengers were actively jumping and moving in a way that exceeded ordinary use. The tenant provided an email that said he was in the elevator with a friend, laughing at a joke, and waved his arms and shook his shoulders, but his feet never left the elevator floor.

Was the strata entitled to charge Ms. Yin \$414.75 for elevator repairs?

17. Ms. Yin asked the strata to disclose the video footage. The strata refused and said the footage involved other residents and could not be provided without their consent. It said it relied on the concierge report. The strata did not provide the footage, the concierge report, or a statement from the concierge or the other residents.
18. The *Personal Information and Privacy Act* (PIPA) sets out how private organizations, such as the strata, can collect, use, or disclose an individual's personal information. In *Mary-Helen Wright Law Corporation (Pacific Law Group) (Re)*, 2020 BCIPC 21 at paragraphs 43 to 44, the Office of the Information and

Privacy Commissioner found that PIPA does not prevent parties from providing personal information as part of its evidence in legal proceedings. CRT rules say that a party must provide all relevant evidence, even if that evidence did not support its position.

19. The video footage and the concierge report are obviously relevant. While generally the burden of proof is on the applicant, I find this is evidence that was in the strata's control to provide, so I make an adverse inference against the strata.
20. The strata charged Ms. Yin \$414.75 based on a service call by Otis Elevator to reset the elevator after alleged improper passenger conduct triggered a fault. The strata says it considered the incident and found the elevator breakdown was caused by the tenant's misuse. It also says the elevator was regularly maintained.
21. The logs confirm the elevator was regularly maintained. In fact, the elevator logs for January to September 2022 show that, in addition to other maintenance, people were "entrapped" in that elevator on January 23, 31, March 9, 19, 27, and 31, April 20, May 5, August 17 and 24, and September 1 and 10, 2022. Further, the elevator was "not running," which I infer means stopped without people inside, on April 3, May 27, and May 30, 2022.
22. There is no persuasive evidence Ms. Yin's tenant acted improperly in the elevator. The evidence shows the elevator was likely to stop even without misuse.
23. I find there is no proof Ms. Yin's tenant caused the elevator stoppage. SL430's strata account shows Ms. Yin paid the \$414.75 chargeback on May 1, 2023. I order the strata pay Ms. Yin that amount.

Must the strata send information about the elevators to the owners?

24. In her Dispute Notice, Ms. Yin asks for an order requiring the strata to inform all building residents about the elevator issues so they can vote on the next steps. In submissions, she says the strata announced a comprehensive elevator assessment in January 2024, and that the elevators were repaired in June 2024.

25. Neither the *Strata Property Act* (SPA) nor the bylaws require the strata to obtain or disclose specific information about a strata asset to the owners. If the owners are not satisfied with the council's decisions, a majority of owners may direct the strata council in the performance of its duties under SPA section 27.
26. I dismiss this part of Ms. Yin's claim.

Damage to Ceiling and Walls

Was the strata entitled to charge Ms. Yin \$603.75 for paint repairs?

27. It is not disputed that on November 7, 2023, Ms. Yin's tenant moved a collapsible sofa bed after permitted moving hours. According to the concierge's incident report, the concierge saw the sofa bed in the lobby, reviewed the elevator camera footage, and matched the key fob use to identify her tenant.
28. It is also not disputed that on November 9, 2023, Ms. Yin's tenant moved other items, which appear to be shelves, after moving hours. An elevator photo shows these items were small and able to be easily carried. The concierge's incident report says after the concierge monitored and photographed the move, he went to the 29th floor and found several damaged spots on the ceiling and wall corners from SL430, and paint removed from the elevator doorway.
29. A different concierge said he took hallway photos after the tenant finished moving items. The strata says the photos were taken 2 days after the incident, so I infer the photos were taken on November 9 or 11, 2023. The photos show a short shallow ceiling gouge, paint rubbed off at the lower corner of a wall, and paint damage on the elevator trim.
30. On November 16, 2023, the strata sent Ms. Yin 2 letters. The first letter stated the tenant moved a collapsible sofa bed on November 7 outside permitted hours and left it in the lobby for an extended time. The letter cited bylaws 44.1 to 44.7 and SPA section 131.

31. Bylaw 44 regulates moving in and out of a strata lot, and makes an owner responsible for the cost to repair any move-related damage to common property. SPA section 131 permits the strata to collect from the owner a fine or costs imposed on a tenant for remedying a contravention of the bylaws or rules, but it may not collect an amount greater than the fine or costs. I note the strata must follow section 135 and impose a fine against the tenant before it may collect the fine from the owners.
32. The second November 16 letter stated the tenant moved a collapsible sofa bed on November 9, 2023, and damaged the ceiling and wall corners. I note this is not correct, as the bed was moved on November 7, while smaller items were moved on November 9. This letter cited bylaws 32 and 44, and SPA section 131.
33. Bylaw 32 prohibits a resident from damaging common property, other than reasonable wear and tear, and makes the owner responsible for maintenance, repair, or replacement costs of common property caused by the acts, omissions, negligence, or carelessness of the owner's tenant.
34. The strata provided a cost breakdown for repairing a ceiling scratch, scratches on a lower wall and corner, and elevator door frame, plus a 15% profit and overhead amount added by its strata manager, totalling \$603.70. The strata's November 30, 2023 letter to Ms. Yin imposed a \$200 fine for the November 7 illegal move, plus \$603.75 for the repair cost for the damage to the hallway. I note the small difference in the breakdown and the chargeback, but find nothing turns on it. Ms. Yin does not dispute the fine in this dispute.
35. Ms. Yin says there is no proof her tenant caused the hallway damage and that the photos show ordinary wear and tear. The strata says the damage was localized to the tenant's move route, and that she is responsible for the repair regardless of the severity of the damage.
36. I find the strata was not entitled to charge Ms. Yin for the paint repairs. I accept her tenant moved the sofa bed outside the permitted moving hours. However, the evidence does not show that her tenant caused damage to the hallway. The

elevator photos show what appears to be 3 mattress sections, either folded or disassembled, that one person could carry, although awkwardly. The mattress is approximately shoulder height on the man. It is not apparent how this item would cause the specific hallway damage shown.

37. Further, there is no evidence of the condition of the 29th floor hallway before the move. Ms. Yin provided photos of hallways on other floors showing scuffs, black marks on trim, and paint damage. While the strata says these photos are not relevant, I find the condition of other hallways supports an inference that the 29th floor hallway may have been in comparable condition before the tenant moved the sofa bed. Given that context, I find it was unreasonable for the strata to conclude the sofa bed caused the damage.
38. Neither party provided evidence whether Ms. Yin paid the \$603.75 chargeback for the paint repairs. So, I order the strata to remove the \$603.75 chargeback from SL430's account. If Ms. Yin has paid this amount, I leave it to the parties to address any positive balance in SL430's account as a result of this order.
39. Ms. Yin also alleges the strata breached a fiduciary duty to act in her best interests as owner, and charged an inflated repair cost without her consent. I do not need to decide this issue given my decision. However, I note that strata council members owe a fiduciary duty to the strata as a whole, and not to individual owners. See *The Owners, Strata Plan LMS 3259 v. Sze Hang Holdings Inc.*, 2016 BCSC 32, at paragraph 267.

Must the strata enact a new bylaw establishing an appeal process?

40. Ms. Yin requested council hearings about the paint repair chargeback. The strata held hearings on November 29, 2023, and February 28, 2024, and held the chargeback was valid. Ms. Yin complains there is no viable appeal process after a hearing. She asks for an order that the strata enact a bylaw that establishes an appeal procedure for strata council decisions.

41. The proper procedure to amend bylaws is by resolution at a special or annual general meeting. This course of action is open to Ms. Yin, under SPA sections 43 and 46.

42. I dismiss this part of Ms. Yin's claim.

CRT FEES, EXPENSES, AND INTEREST

43. 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 Ms. Yin was mostly successful, I order the strata to reimburse her \$225 for CRT fees.

44. Ms. Yin also claims \$500 for time spent on this dispute. CRT rule 9.5(5) says that the CRT will only order compensation for a party's time spent on a CRT dispute in extraordinary circumstances. There was nothing extraordinary about this dispute, so I decline to order any compensation.

45. The strata did not pay CRT fees or claim dispute-related expenses.

46. The *Court Order Interest Act* (COIA) applies to the CRT. Ms. Yin is entitled to prejudgment interest on the \$414.75 chargeback from May 1, 2023, the date she paid it, to the date of this decision. This equals \$48.72. Without evidence whether Ms. Yin paid the chargeback for the paint repairs, I do not order prejudgement interest on that amount.

47. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Ms. Yin.

ORDERS

48. I order that:

a. The strata must immediately remove the \$603.75 paint repair chargeback from SL430's strata account.

- b. Within 14 days of this decision, the strata must pay Ms. Yin a total of \$688.47, broken down as follows:
 - a. \$414.75 in debt,
 - b. \$225 in CRT fees, and
 - c. \$48.72 in prejudgment interest under the COIA.

49. Ms. Yin is also entitled to post-judgment interest under the COIA.

50. I dismiss Ms. Yin's remaining claims.

51. This is a validated decision and order. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, 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 in which it is filed.

Deanna Rivers, Tribunal Member