Civil Resolution Tribunal

Date Issued: August 13, 2020

File: ST-2020-001419

Type: Strata

Civil Resolution Tribunal

Indexed as: *Lindstrom v. The Owners, Strata Plan EPS 366*, 2020 BCCRT 901

B E T W E E N :

SIGRID LINDSTROM

APPLICANT

A N D :

The Owners, Strata Plan EPS 366

RESPONDENT

REASONS FOR DECISION

Tribunal Member: J. Garth Cambrey, Vice Chair

INTRODUCTION

1. This strata property dispute arises primarily from a noise compliant and includes governance, communication, and expense issues.

2. The applicant, Sigrid Lindstrom, owns strata lot 1 (SL1) in the respondent strata corporation, The Owners, Strata Plan EPS 366 (strata). Ms. Lindstrom is self-

represented. The strata is made up of 4 strata lots and is represented by a strata council member.

3. Ms. Lindstrom makes a total of 19 claims in this dispute. Most of the claims result from a complaint made by Ms. Lindstrom over noise transfer from strata lot 3 (SL3) located directly above her SL1. As I explain below, in her submissions, Ms. Lindstrom has withdrawn 2 of her claims. I also explain below that I do not have authority to resolve Ms. Lindstrom's claim about alleged council members' conflict of interest. The remaining claims involve allegations that the strata council:

    a. does not follow the *Strata Property Act* (SPA) requirements, including:

        i. failing to enforce bylaws

        ii. failing to properly address her noise complaints

        iii. failing to understand the distinction between common property or common assets, and a strata lot

        iv. reimbursing legal fees paid by the strata council president without proper authorization

        v. improperly holding Ms. Lindstrom responsible to pay expenses

        vi. potentially forcing her to communicate by regular mail

    b. forced owners to vote on soundproofing resolutions without explanation

    c. abused the strata council hearing process

    d. does not provide emergency contact information

    e. did not participate in settling her dispute

4. Ms. Lindstrom seeks orders that the strata:

    a. follow the SPA and bylaws, including bylaw enforcement and conducting council hearings

b. stop all activities involving soundproofing and obtain an expert report on sound transmission

c. provide emergency contact information

d. refrain from forcing her to communicate only by mail

e. reimburse her for all of her expenses and her "share of fees paid by the strata"

f. recover about $650 it paid to the council president for legal fees

5. The strata says that Ms. Lindstrom's claims are vague, hard to follow, and conflicting. The strata says it has historically taken a "relaxed approach" to its affairs and that its council members are volunteers unfamiliar with SPA requirements. The strata says that Ms. Lindstrom, as a past strata council member until about February 2020, was equally to blame for the strata's past approach to its business affairs. It admits it has not always followed the SPA but says it has now engaged professional assistance so that it may do so.

6. The strata essentially denies Ms. Lindstrom's claims and asks that they be dismissed.

7. For the reasons that follow, I:

a. refuse to resolve Ms. Lindstrom's claim about strata council members being in a conflict of interest under section 10(1) of the CRTA,

b. order the strata to:

i. ensure its council follows section 34.1 of the SPA about requests for council hearings, and

ii. pay Ms. Lindstrom $225 as reimbursement of fees paid for this dispute as it agreed to do.

JURISDICTION AND PROCEDURE

8. 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.

9. The CRT has discretion to decide the format of the hearing, including in writing, by telephone, videoconferencing, email, or a combination of these. I am satisfied an oral hearing is not required as I can fairly decide the dispute based on the evidence and submissions provided.

10. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court. The CRT may also ask the parties and witnesses questions and inform itself in any way it considers appropriate.

11. 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.

PRELIMINARY MATTERS

Withdrawn claims

12. As earlier noted, in submissions Ms. Lindstrom withdrew 2 of her claims. Specifically, Ms. Lindstrom withdrew her claim that the strata council did not provide information or wording for a pet bylaw amendment, or identify what bylaw was being amended. She also stated that "a ruling on [her] claim" about original fixtures within SL1 being covered by the strata's property insurance was not "necessary". I take this be mean that she also withdrew this claim. I therefore find these 2 claims are not before me.

Conflict of Interest

13. One of Ms. Lindstrom's claims is about owners, who are also strata council members, not disclosing conflicts of interest when voting on repairs that involve their strata lots. I find Ms. Lindstrom's claim against strata council members arises from section 32 of the SPA that requires strata council members disclose fully and promptly to the strata council the nature and extent of any direct or indirect interest in a contract or transaction with the strata. To the extent her claim is against strata council members, I refuse to resolve it.

14. I rely on *Dockside Brewing Co. Ltd. v. Strata Plan LMS 3837*, 2007 BCCA 183, in which the court found, at paragraph 59, that remedies for breaches of section 32 of the SPA are found in section 33 of the SPA. Section 122(1)(a) of the CRTA expressly states matters under section 33 of the SPA are outside the CRT's jurisdiction and must be dealt with by the BC Supreme Court.

15. Under section 10(1) of the CRTA, the CRT must refuse to resolve a claim that it considers is not within the tribunal's jurisdiction.

16. To the extent Ms. Lindstrom's claim is not about strata council members, I note there are no conflict of interest considerations or guidelines for owners. The SPA only places such guidelines on strata council members as set out in section 32.

Advice

17. Ms Lindstrom requests the CRT's guidance "for making good choices" about soundproofing issues, including establishing bylaws about excessive noise and floor coverings. The CRT's mandate is explained in section 2 of the CRTA and does not include providing advice to parties. The CRT's main purpose is to provide dispute resolution services in relation to matters within its authority in a manner that is accessible, speedy, economical, informal and flexible, applying the principles of law and fairness. The CRT must also recognize party relationships that are likely to continue. To the extent Ms. Lindstrom is seeking advice from the CRT, I dismiss her claim.

Participation in CRT Proceeding

18. Ms. Lindstrom says the strata must participate in settlement of this dispute and seeks an order that the strata "engage" in the CRT process. I find the strata did participate in the CRT's dispute resolution process and was compliant with the process throughout this dispute. More particularly, I find the strata participated in the facilitation process through case management and in the adjudication process by providing evidence and written arguments. As a result, I dismiss Ms. Lindstrom's claim about CRT participation.

ISSUES

19. I find Ms. Lindstrom's submissions difficult to follow and that her requested resolutions do not always relate to her claims. I also note that little evidence has been provided to support her claims.

20. I find the issues in this dispute are:

    a. With respect to noise transmission claim:

        i. Does the strata properly distinguish repairs to common property or common assets from repairs to individual strata lots?

        ii. Did the strata vote on repairs without explaining soundproofing details or otherwise approve work that was not in the interests of all owners?

        iii. Has the strata acted promptly and reasonably in addressing Ms. Lindstrom's noise concerns?

        iv. Should the CRT order the strata to stop all soundproofing work?

        v. Should the CRT order the strata to obtain an expert to assess soundproofing issues?

        vi. Did the strata abuse the council hearing process under section 34.1 of the SPA?

    b. In relation to communication between the parties:

i. Is the strata entitled to force the owner to communicate by mail or to a Post Office box number?

ii. Must the strata provide Ms. Lindstrom with emergency contact information?

iii. Must the strata respond to all of Ms. Lindstrom's requests?

c. Did the strata improperly reimburse the strata council president for legal fees? If so, is Ms. Lindstrom responsible to pay her proportionate share of the invoice?

BACKGROUND, EVIDENCE AND ANALYSIS

21. In a civil proceeding such as this, the applicant, Ms. Lindstrom, must prove her claims on a balance of probabilities.

22. I have read all the submissions and evidence provided but refer only to information I find relevant to provide context for my decision.

23. The strata was created in June 2011 under the SPA. It consists of 1 building comprising 4 apartment-style residential strata lots located in Sooke, BC. Ms. Lindstrom's SL1 and strata lot 2 (SL2) are located next to each other on the ground floor. SL3 and strata lot 4 (SL4) are located on the 2nd floor with SL3 located immediately above SL1, owned by Ms. Lindstrom.

24. The strata's bylaws are the Schedule of Standard Bylaws under the SPA.

25. Between February 2019 to February 2020, the strata council consisted of Ms. Lindstrom, an owner of SL3, and an owner of SL4. At the annual general meeting (AGM) held February 2020, Ms. Lindstrom was replaced on the strata council by an owner of SL2, meaning that Ms. Lindstrom was the only owner not represented on the strata council.

26. Ms. Lindstrom requested CRT dispute resolution services in February 2020, after the 2020 AGM, and the Dispute Notice for this dispute was issued on February 14, 2020.

27. There is evidence that the bedroom flooring in SL3 was changed from carpet to hard surface flooring without written strata council approval in 2016, contrary to Standard Bylaw 5(1)(g). This is confirmed by a written statement of the previous SL3 owner, but the previous owner states all owners were aware of the flooring change at that time.

28. In March 2020, SL3 was sold and new owners took occupancy. Given there is no requirement making the new owners responsible for any change in flooring completed by the previous owners, such as alteration agreement as contemplated by bylaw 5(1)(g) or a similar bylaw amendment, I find nothing turns on the fact the flooring was changed by the previous owners of SL3.

29. Both parties provided evidence on noise transmission complaints made by Ms. Lindstrom after this dispute was commenced and after the new SL3 owners moved into SL3. I acknowledge that issue now appears to be resolved. In any event, I find those complaints are not before me as they were made after this dispute was commenced.

The Noise Transmission Issue

30. On July 3, 2019, Ms. Lindstrom emailed the SL3 owner, who was at that time also the strata council vice-president, about noise from SL3 affecting SL1. The email was sent to the strata council email address. Ms. Lindstrom's email referenced previous emails that she had sent to the SL3 owner and strata about noise transfers from SL3 to SL1 that are not in evidence. The parties agree that 1 of the owners of SL3 regularly looked after the strata council president's child who ran around SL3 and created the noise issues of which Ms. Lindstrom complained.

31. In her email, Ms. Lindstrom, who was a strata council member at the time, stated that the strata's position is that children running on the wood floor is not acceptable to someone in the strata lot below. Ms. Lindstrom also stated that soundproofing

should be the responsibility of the SL3 owners, and that the strata was required to inform her of the steps SL3 was taking, the soundproofing material to be used to resolve the noise issue, and the timelines involved in beginning and concluding the necessary work.

32. The strata council president responded the same day stating the noise issue was a strata responsibility because it had to do with "altering the building".

33. On July 4, 2019, the strata council president advised Ms. Lindstrom that she had contacted the Vancouver Island Strata Owners Association (VISOA) for advice. VISOA advised of the conflict of interest concerns under the SPA and that with a 3 person strata council, with all members involved in the dispute, it was not possible to conduct a strata meeting. The advice offered was for the 3 owners involved to discuss the matter informally and attempt to resolve it. Ms. Lindstrom was also advised that she could apply to the CRT for dispute resolution and that the decision to continue her dispute was at her discretion.

34. The noise issue continued, as supported by logs kept by Ms. Lindstrom and submitted in evidence. The logs identified the month and day noise disturbances occurred but did not identify the year of the disturbance. I infer the logs identified noise disturbances that occurred between July 31, 2019 and September 15, 2019. The logs contain many entries of "loud stomping" at various times of the day and notes many dates with "n/a", which I infer means there were no noise issues on those days. Other log entries imply the stomping was deliberate or state the stomping was not from a child.

35. No further evidence about the noise issue was provided until a letter dated October 11, 2019 from Ms. Lindstrom's lawyer to the owners of SL3 advising of the ongoing noise and suggesting ways for the SL3 owners to eliminate Ms. Lindstrom's concerns.

36. Page 3 of a letter signed by Ms. Lindstrom and dated November 9, 2019 was provided in evidence. In the letter, Ms. Lindstrom requests the SL3 flooring be evaluated by a professional company, that the strata president or vice president

obtain 3 quotations on rectifying the noise transmission, and that the strata proceed with the course of action to "minimize the transfer noise as with the least impact on cost and time". Ms. Lindstrom also requests that other owners be made aware of reasonable guidelines to reduce sound transmissions from hard surface flooring in their strata lots.

37. The strata council president responded by email on November 12, 2019 advising the strata had looked into the cost of noise testing but considered the matter closed, in part because of the estimated cost of professional noise testing. The strata invited Ms. Lindstrom to provide wording for her suggested guidelines that could be adopted as a bylaw.

38. In a November 18, 2019 response, Ms. Lindstrom acknowledged that the noise transmissions had stopped and declined to provide suggested wording for noise transmission guidelines or bylaw amendments.

39. In a January 2020 email, Ms. Lindstrom asked that items be added to the February 11, 2020 AGM agenda relating to general noise transfer issues. The items included investigating reasonable solutions to noise transfer issues, stating this had resulted in resolution of her previous complaint, which was the only complaint since 2011. The email also suggested the strata council seek professional advice before commencing any construction relating to soundproofing.

40. The February 11, 2020 AGM agenda and minutes were provided in evidence. Ms. Lindstrom attended the AGM. The agenda reflects that Ms. Lindstrom's January 2020 email suggestions were added to the agenda and the minutes show the agenda items were discussed.

41. Based on the emails referenced above, I find Ms. Lindstrom's position changed during the course of this dispute. In July 2019, she initially requested the previous SL3 owners to address her noise concerns, as did her lawyer in his October 2019 letter. Later, in January 2020, after she admitted the issue was resolved, she asked the strata council to discuss the noise transmission issue at the AGM and consider retaining professional advice. Finally, in this dispute she makes several accusations

that the strata did not act according to the bylaws and suggests it intended to proceed with major construction work to address noise transmission.

Did the strata vote on repairs without explaining soundproofing details or otherwise approve work that was not in the interests of all owners?

42. The February 11, 2020 AGM agenda included a topic entitled "Interior Soundproofing (To be discussed)". I find the minutes and other evidence do not support Ms. Lindstrom's claim that the strata approved major repairs without explanation or proper approval. The February 11, 2020 AGM minutes state that non-structural soundproofing solutions were discussed as a possibility to reduce noise between upper and lower units of the building and that the strata council would determine the options and associated costs. The owners passed a motion approving this action. While details of the discussion were not set out in the minutes, I find the approved motion was that the strata council move forward to determine soundproofing options available and their associated costs. I agree with the strata that no strata expense was approved. There is also no evidence that any strata funds were spent.

43. Therefore, I dismiss Ms. Lindstrom's claim that the strata voted on repairs that were not in the interests of all owners without explanation or proper approval.

Does the strata properly distinguish repairs to common property or common assets from repairs to individual strata lots?

44. Ms. Lindstrom claims the strata does not properly distinguish common property or asset repairs from strata lot repairs. The strata does not agree. I find Ms. Lindstrom's claim relates to the soundproofing repairs and that there is no common property or common assets of the strata that apply. I find there is no common property or assets between SL3 and SL1 (other than pipes or ducts in the floor and ceiling space between the 2 strata lots). However, bylaw 8(d)(i) requires the strata take responsibility for the structure of the building, even if it is located within a strata lot. I find the strata's responsibility includes noise transmission through the structure of the building and any investigation into same.

45. For these reasons, I dismiss Ms. Lindstrom's claim that the strata fails to distinguish common property or asset repairs from strata lot repairs.

Has the strata acted promptly and reasonably in addressing Ms. Lindstrom's noise concerns?

46. I find the strata has acted promptly and reasonably in addressing Ms. Lindstrom's noise concerns. I find the emails described above prove this to be the case, especially considering the Ms. Lindstrom's comments that the noise created from a child running on the hardwood floors of SL3 had been resolved. I therefore dismiss Ms. Lindstrom's claim in this regard.

Should the CRT order the strata to stop all soundproofing work?

47. As earlier noted, I find the strata did not approve any construction work for the soundproofing. Rather, it only discussed the soundproofing issue and instructed the strata council to investigate options. Given soundproofing work was not commenced, I need not order such work be stopped.

Should the CRT order the strata to obtain an expert to resolve soundproofing issues?

48. As I have found, Ms. Lindstrom admitted the soundproofing issue was resolved. Further, the strata council investigated the cost of professionals to test the sound transmission between the upper and lower strata lots in the building, determined the cost was significant, and did not pursue the testing. The evidence shows that Ms. Lindstrom agreed the investigation costs were significant and agreed with the strata's decision at the time.

49. Under section 26 of the SPA, a strata council must exercise the powers and perform the duties of the strata corporation. A strata council is required to follow the SPA, the *Strata Property Regulation* (regulation), the strata bylaws, and the law generally, while governing in the best interests of all owners.

50. The best interests of all owners often conflict with the interests of individual owners. In *Oakley et al v. Strata Plan VIS 1098*, 2003 BCSC 1700 at paragraph 16, the BC Supreme Court commented on the realities of living in a strata corporation, stating:

> It is not for this court to interfere with the democratic process of the strata council. Those who choose communal living of strata life are bound by the reality of all being in it together for better or for worse.

51. In *Oldaker v. The Owners, Strata Plan VR 1008*, 2010 BCSC 776, the court reviewed a number of cases, including *Oakley*, and found at paragraphs 39 and 40:

> These cases establish that for better or worse the majority of owners make the rules. For better or worse the minority of owners are to abide by those rules. ...
>
> Not remarkably the views of disparate groups within a strata corporation are often strongly held. The force of these convictions can lead to internal friction, to competing camps within the strata corporation and to paralysis of the corporation. The ongoing efficacy of the strata corporation requires that the views of the majority be respected. ...

52. The SPA has provisions that attempt to temper the democratic will of the majority against any perceived unfairness to the minority. Section 164 permits the tribunal to remedy any past or future acts of the strata corporation that are "significantly unfair" to an owner or tenant. Establishing that an act is "significantly unfair" is a relatively high bar. The courts have determined that a "significantly unfair" act is oppressive or unfairly prejudicial, unduly burdensome, harsh, wrongful, lacking in probity or fair dealing, or has been done in bad faith. The applicant must show that the act in question rises above mere prejudice or trifling unfairness (*Ernest & Twins Ventures (PP) Ltd. v. Strata Plan LMS 3259*, 2004 BCCA 597; *Reid v. Strata Plan LMS 2503*, 2003 BCCA 126 at paragraphs 27 to 29).

53. In summary, the decisions of a properly elected council or the strata corporation will not be subject to tribunal review unless the decisions are illegal, contrary to the SPA, regulations or bylaws, or if an applicant can establish, on a balance of probabilities, that the decision or its effect is or would be significantly unfair.

54. Ms. Lindstrom has not persuaded me that any of these things apply in this dispute. I say this because I find the strata responded to complaints in a timely manner,

performed a sufficient investigation, and communicated its decision to Ms. Lindstrom, who agreed with it at the time. Therefore, I decline to interfere with the strata's democratic process of how best to address any soundproofing issues that might arise. Therefore, I make no order about the strata seeking expert assistance.

Did the strata abuse the council hearing process under section 34.1 of the SPA?

55. Ms. Lindstrom claimed she only requested a hearing under section 34.1 of the SPA because it was a necessary requirement under section 189.1 of the SPA for her to do so to bring this dispute before the CRT. She says the strata abused the February 11, 2020 strata council hearing process because "all 5 owners were yelling & interrupting my points, shouting claiming I'm misunderstanding them". The strata agrees the hearing was "explosive".

56. Section 34.1 of the SPA requires the strata council to hold a hearing, defined in regulation 4.01 as an opportunity for an owner or tenant to be heard in person by the strata council, within 4 weeks of a written request. The strata's obligation to conduct a hearing is mandatory. The SPA is silent on the process of the hearing, but I find it is clearly the intent of the SPA and regulation to ensure the owner or tenant is "heard". From the descriptions of what transpired at the hearing, provided by both Ms. Lindstrom and the strata, I find this did not occur. Rather, I find Ms. Lindstrom's account that she read through her documented concerns through constant interruption and shouting was likely accurate.

57. Further, the hearing was conducted with all owners in attendance rather than just the strata council, which I accept was intimidating to Ms. Lindstrom. It also appears that the strata did not provide a written response to Ms. Lindstrom as she says she requested. If that is the case, which is unproven, it would be contrary to section 34.1 of the SPA.

58. I find the precise remedy sought by Ms. Lindstrom is unclear however, I find it appropriate in the circumstances to order the strata ensure its council follows the requirements of section 34.1 for hearing requests it receives from owners or tenants.

The Communication Issues

Must the strata provide Ms. Lindstrom with emergency contact information?

59. Ms. Lindstrom says the strata failed to provide her with "emergency contact" information in relation to a potential water damage incident. The strata submits that it receives many emails from Ms. Lindstrom and was contemplating discontinuing its email account which is the most frequent method of communication used by Ms. Lindstrom. I address alternate methods of communication below but point out regulation 4.1(1) here.

60. Regulation 4.1(1) requires the strata to keep each council member's telephone number, or some other method by which a council member may be contacted at short notice.

61. I find regulation 4.1(1) is akin to the strata corporation providing contact information that can be used in urgent times or emergencies. Given this information is a record required by the regulation as contemplated under section 35(1)(e) of the SPA it must be provided to an owner who requests it under section 36.

62. However, there is no evidence that Ms. Lindstrom requested such contact information, so I make no order. However, the strata must provide this contact information to Ms. Lindstrom should she request it.

63. I dismiss Ms. Lindstrom's claim in this regard.

Is the strata entitled to force the owner to communicate by mail or to a post office box number?

64. The answer to the question is no.

65. Section 63 of the SPA deals with notices or other records required or permitted to be given to the strata under the SPA, bylaws or rules. Such correspondence must be given to the strata by any of the following methods:

    a. By leaving it with a strata council member,

b. By mailing it to the strata at its most recent mailing address on file in the Land Title office (as required under section 62 of the SPA),

c. By faxing or emailing it to the strata's fax number or email address, or a fax number or email address provided by a council member for the purpose of receiving the correspondence, or

d. By putting it through a mail slot or in the email box used by the strata corporation for the purpose of receiving the correspondence.

66. In this case, the strata considered eliminating its email address and establishing a post office box for the purpose of receiving complaints but, as I understand, decided against it. Even if the strata changed its registered address under section 62 of the SPA to a post office box, Ms. Lindstrom would not be restricted from using an alternate method of communication available to her under section 63. The strata must accept correspondence, including complaints, via the methods set out in section 63 of the SPA. Therefore, Ms. Lindstrom could not be forced to communicate only to a post office box.

67. Given the strata did not require that Ms. Lindstrom must only communicate with it through a post office box address, I dismiss her claim in this regard.

Must the strata respond to all of Ms. Lindstrom's requests?

68. There is nothing in the SPA, regulations, or bylaws that requires the strata to respond to all requests of an owner or tenant. In certain circumstances, such as section 36 requests for documents, the strata must respond. In other circumstances, such as a request for a rental restriction bylaw exemption, the strata should very likely respond. However, unless the strata is obligated to provide a response under the SPA, regulations or bylaws, it may exercise its discretion not to respond and should do so in a reasonable fashion. This is particularly true if numerous, multiple requests are made for the same information. This may or may not be the case here, as not all correspondence was provided in evidence.

69. I point this out in order to assist the parties with future communications. Ms. Lindstrom should be aware that the strata may not respond to her request if it not

required to do so, and the strata should be aware that it need not respond to every request received from Ms. Lindstrom unless the SPA, regulations, or its bylaws require it.

Did the strata improperly reimburse the strata council president for legal fees? If so, is Ms. Lindstrom responsible to pay her proportionate share of the invoice?

70. As I understand Ms. Lindstrom's claim is twofold. First, she says the strata did not have the authority to reimburse the president for a legal invoice as approved at the February 11, 2020 AGM. Second, she seeks relief from paying her portion of the legal invoice.

71. An invoice from a local law firm dated December 4, 2019, addressed to the strata care of the strata council president in the amount of $650.25, was provided in evidence.

72. The February 11, 2020 AGM minutes state that legal consultation was required in 2019 for an "ongoing dispute" and that an invoice totalling $650.25 was approved for payment. Based on the invoice amount, I find the invoice provided into evidence is the same invoice the strata approved for payment at the AGM. Based on the description of services provided, I find the invoice relates to advice obtained by the strata in November 2019 about Ms. Lindstrom's noise complaint.

73. As for Ms. Lindstrom's claim that payment of the invoice was improper, I note the invoice was directed to the strata council, not the council president as suggested by Ms. Lindstrom. I also note the motion passed at the AGM was to pay the invoice, not to reimburse the council president. Although Ms. Lindstrom's lawyer's letter was directed to the previous owners of SL3, she did forward her noise complaints by email directly to the strata council as well as the SL3 owners. Therefore, I find it was reasonable for the strata to seek legal advice on Ms. Lindstrom's complaints.

74. Ms. Lindstrom says she was unaware of the legal advice and not aware of the invoice until the February 11, 2020 AGM even though she was on the strata council. The strata does not directly address Ms. Lindstrom's assertion in its submissions.

Based on the overall evidence and submissions, I cannot reach the conclusion that the strata intentionally withheld the fact it was seeking legal advice or the legal invoice from Ms. Lindstrom. Even if it did, I would not change my conclusion.

75. Ms. Lindstrom asserts the strata was overbudget and had exhausted its discretionary spending by June 2019. However, she did not provide any evidence to support her assertion. She says the legal invoice payment required a ¾ vote to approve payment. Sections 96 and 97 of the SPA set out the requirements of strata expenses from the contingency reserve fund and operating fund. These sections require the expense to first be approved by a ¾ vote, authorized in the budget, or authorized under section 98 of the SPA that addresses unapproved expenditures.

76. The strata admits it had no specific budget item for legal expenses, but claims the expense was necessary and that the strata council was unfamiliar with the legislation.

77. Section 98 of the SPA permits the strata to spend money from the operating fund on unapproved expenses provided the total of all unapproved expenses in a fiscal year does not exceed $2,000.00 or 5% of the total contribution to the operating fund. No budget information was provided in evidence, so it is unclear if the legal expense of $650.25 was authorized by section 98. Without that evidence, I cannot conclude the strata acted contrary to the SPA.

78. As for Ms. Lindstrom's claim the legal invoice payment was not on the AGM agenda, there is no requirement that it be on the agenda if only a majority vote was necessary to approve payment.

79. For these reasons, I find Ms. Lindstrom has failed to prove the first part of her claim that the strata's payment of the legal bill and approval at the February 11, 2020 AGM was improper. Accordingly, I dismiss her claim in this regard.

80. As for the second part of Ms. Lindstrom's claim, that she is not responsible to pay her proportionate share of the legal invoice, I do not agree.

81. Section 189.4(c) of the SPA says that section 169 of the SPA about legal or arbitration costs applies to a CRT dispute. Section 169(1)(a) says that an owner is not liable to contribute to the strata's legal costs that a court or arbitrator "requires the strata corporation to pay". Under section 189.4(c) the same applies to this CRT dispute. However, I have not ordered the strata to pay the legal invoice. It was a payment made by the strata before Ms. Lindstrom filed her CRT dispute. Therefore, I find Ms. Lindstrom is responsible to pay her proportionate share of the $650.25 legal invoice, and I dismiss her claim in this regard.

CRT FEES AND EXPENSES

82. 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 strata is the most successful party and did not pay CRT fees, or claim dispute-related expenses.

83. In submissions, the strata agreed to reimburse Ms. Lindstrom $225 in CRT fees she paid as a good-will gesture to move past the dispute issues and in hope of finding common ground "where can all live together in this community". On this basis, I order the strata to reimburse Ms. Lindstrom $225 for CRT fees.

84. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Lindstrom.

ORDERS

85. I refuse to resolve Ms. Lindstrom's claim about a strata council members being in a conflict of interest under section 10(1) of the CRTA.

86. I order the strata to ensure its council follows section 34.1 of the SPA about requests for council hearings.

87. I order the strata, within 21 days of this decision, to pay Ms. Lindstrom $225 as reimbursement of the CRT fees paid.

88. I dismiss Ms. Lindstrom's remaining claims.

89. Ms. Lindstrom is entitled to post-judgement interest under the *Court Order Interest Act*, as applicable.

90. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the Supreme Court of British Columbia. Under section 58 of the CRTA, the order can also be enforced by the Provincial Court of British Columbia 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.

J. Garth Cambrey, Vice Chair