Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Dolnik v. The Owners, Strata Plan LMS 1350*, 2024 BCCRT 88

B E T W E E N :

SUSAN DOLNIK

**APPLICANT**

A N D :

The Owners, Strata Plan LMS 1350

**RESPONDENT**

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**REASONS FOR DECISION**

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Tribunal Member: Kate Campbell

## INTRODUCTION

1. This is a final decision of the Civil Resolution Tribunal (CRT) following a judicial review by the BC Supreme Court (BCSC).

2. Susan Dolnik owns a residential strata lot (unit 602) in the strata corporation, The Owners, Strata Plan LMS 1350 (strata). Ms. Dolnik is self-represented in this dispute. The strata is represented by a strata council member.

3. The parties agree that there were longstanding problems with water ingress into unit 602. Since 2014, the strata lot spent many months without floors and drywall. There were mold and pest problems because of the moisture. It is undisputed that as of early September 2021, the strata had not completed a permanent repair. Instead, part of unit 602's exterior was behind a clear plastic tarp to prevent further water ingress.

4. When this dispute was originally before the CRT, Ms. Dolnik argued that the strata breached its repair and maintenance obligations under the *Strata Property Act* (SPA) by ignoring its engineer's advice and generally by failing to stop the leaks. She also argued that the strata treated her significantly unfairly by not repairing her balcony.

5. As remedy, Ms. Dolnik claimed $314,892.80 in damages for repair costs, decreased strata lot value, loss of use and enjoyment, and loss of rental income. She also requested an order that the strata complete repairs the strata's engineer, Spratt Emmanuel Engineering Ltd. (Spratt Emmanuel), recommended in 2019.

6. In a February 4, 2022 decision, a CRT member dismissed all of Ms. Dolnik's claims: *Dolnik v. The Owners, Strata Plan LMS 1350*, 2022 BCCRT 136 (original decision). Among other things, the CRT member found that the strata did not treat Ms. Dolnik significantly unfairly regarding balcony repairs.

7. Ms. Dolnik petitioned for judicial review. In her petition, Ms. Dolnik asked the BCSC to set aside all of the CRT's findings.

8. The BCSC issued its decision on January 25, 2023: *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113 (BCSC decision). In the BCSC decision, Justice Brongers upheld all aspects of the original decision except one. He found that the CRT's finding on significant unfairness was patently unreasonable because the

original decision did not apply the proper legal test, as set out in *Dollan v. The Owners, Strata Plan BCS 1589,* 2012 BCCA 44.

9. In paragraph 115 of the BCSC decision, Justice Brongers directed the CRT to reconsider **only** Ms. Dolnik's significant unfairness claim. So, that is the only issue I address in this decision.

10. For the reasons set out below, I dismiss Ms. Dolnik's claim that the strata treated her significantly unfairly.

## JURISDICTION AND PROCEDURE

11. The CRT has jurisdiction (authority) over strata property claims under *Civil Resolution Tribunal Act* (CRTA) section 121. The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.

12. The CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, or a combination of these. In *Yas v. Pope*, 2018 BCSC 282, the court recognized that oral hearings are not necessarily required even where credibility is at issue. I am satisfied I can fairly decide this dispute based on the evidence and submissions provided, without an oral hearing.

13. The CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even if the information would not be admissible in court. I permitted the parties to provide additional written submissions following the BCSC decision. I have considered those submissions in making this decision, as well as all the evidence and submissions that were before the CRT in the original decision.

14. The strata requested permission to provide new evidence to the CRT, after the BCSC decision. Ms. Dolnik objected to the request, in part because she says the strata has significant resources which allow it to prolong the litigation, and she does not.

15. I denied the strata's request, for the following reasons.

16. In a July 27, 2023 email, the strata explained that the new evidence it wished to provide was about repair work completed after the parties provided their final submissions for the original decision in September 2021.

17. Ms. Dolnik filed her application for this dispute on February 8, 2021. The sole issue I must decide in this dispute is whether the strata acted significantly unfairly in meeting its repair and maintenance obligations. I find that further evidence about events that happened after the original decision are not necessary or helpful in deciding this issue.

18. Also, since I have dismissed Ms. Dolnik's claim about significant unfairness below, further evidence from the strata would not have changed the outcome.

## ISSUES

19. The issues in this dispute are:

    a. Did the strata act significantly unfairly in addressing the leaks in unit 602?

    b. If so, what remedy is appropriate?

## BACKGROUND

20. In a civil claim like this one, Ms. Dolnik, as applicant, must prove her claim on a balance of probabilities (meaning "more likely than not"). I have reviewed all the parties' evidence and submissions, but I only refer to what is necessary to explain my decision.

21. The strata includes 50 residential and 3 commercial strata lots in an 8-storey building, built in 1994. The strata bylaws create separate residential and commercial sections.

22. Ms. Dolnik purchased unit 602 in November 2013. Unit 602 is located at the northeast corner of the 6th floor. It has a limited common property (LCP) balcony off its northeast corner.

23. Unit 603 is located on the west side of unit 602. Unit 603 also has an LCP balcony on its northeast corner. Unit 602 and unit 603's balconies are connected by a trough that runs along the north side of unit 602, which has a parapet facing the street. The trough is unit 602's LCP. These 2 balconies and trough all share a waterproof membrane.

24. As set out in the original decision, the parties agree there is a long history of leaks into the strata building generally, including into unit 602. These leaks started before Ms. Dolnik purchased unit 602. In her most recent submission, Ms. Dolnik says the leak repairs were not completed until December 2022. I accept that assertion, as it is uncontested.

25. The chronology of the leaks, including the strata's various repair attempts, is set out in detail in the original decision and the BCSC decision, so I have not summarized it again here. Instead, I refer to the relevant facts in my reasons below.

## REASONS AND ANALYSIS

26. The parties agree that the building components at issue in this dispute are the strata's responsibility to repair and maintain, under SPA section 72 and the strata's bylaws.

27. In the original decision, the CRT member found that despite the ongoing history of leaks into unit 602, the strata met its duties under the SPA to repair and maintain common property. Since that aspect of the decision was upheld in the BCSC decision, it is not open to me to make a different finding about it. Again, the sole issue in this decision is whether the strata acted significantly unfairly in addressing the leaks into unit 602.

28. As noted in the BCSC decision, CRTA section 123(2) gives the CRT authority to make orders to remedy a strata corporation's significantly unfair action or decision. This is equivalent to the BCSC's authority to address significant unfairness under SPA section 164.

29. In *Dollan*, the BC Court of Appeal set out the following two-part test to determine if a strata property owner has been treated significantly unfairly:

    a. Examined objectively, does the evidence support the asserted reasonable expectations of the owner?

    b. Does the evidence establish that the reasonable expectation of the owner was violated by the action that was significantly unfair?

30. In *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173, the Court of Appeal confirmed that significantly unfair actions or decisions are those that are burdensome, harsh, wrongful, lacking in probity or fair dealing, done in bad faith, unjust, or inequitable.

31. In *King Day Holdings Ltd. v. The Owners, Strata Plan LMS3851*, 2020 BCCA 342, the BC Court of Appeal said that consideration of the reasonable expectations of a petitioner is simply one relevant factor to be taken into account in assessing significant unfairness.

32. Applying this case law to the facts in this case, I find the strata did not treat Ms. Dolnik significantly unfairly. My reasons follow.

33. In her September 15, 2023 submission, Ms. Dolnik explained that her expectations were as follows:

    - Generally, she expected that from the time she bought unit 602 in November 2013, the strata would repair it on a timely basis.

    - At minimum, she expected that the strata would properly repair unit 602 on a timely basis once Spratt Emmanuel advised that the balcony membrane was not repairable and needed to be replaced.

    - She expected that the strata would implement the will of the owners expressed at the February 2020 annual general meeting (AGM) and the March 2021 special general meeting (SGM) to repair the unit 602 balcony.

- She expected equal treatment with the unit 701 owners, specifically that the unit 602 balcony would be repaired just as the unit 701 balcony was.

34. Ms. Dolnik says these expectations were reasonable and were violated by the strata's significantly unfair actions.

*Proper and Timely Repairs*

35. I first address Ms. Dolnik's expectation that the strata would repair unit 602 on a timely basis, and at minimum, fully repair it once Spratt Emmanuel advised in August 2019 that the balcony membrane was unrepairable.

36. I agree that Ms. Dolnik had a reasonable expectation that the strata would meet its SPA section 72 repair and maintenance obligations. However, in her post-judicial review submissions on this point, I find Ms. Dolnik is essentially re-arguing her position about the strata's SPA section 72 duty to repair and maintain common property. She specifically discusses SPA section 72 in paragraph 56 to 59 of her September 15, 2023 submission. In paragraphs 60 to 65, she discusses cases primarily about SPA section 72, and the extent of the duties owed under that section. Essentially, Ms. Dolnik argues that the strata failed to perform the repairs necessary to make the property "good or sound", as contemplated in SPA section 72. This is another way of arguing that the strata did not meet its SPA section 72 duties. That question was already decided in the original decision. The CRT member concluded in paragraph 92 that Ms. Dolnik had failed to prove that the strata breached its section 72 repair and maintenance obligations. That aspect of the original decision was confirmed in the BCSC decision, and it is not open to me to make a different finding on that point.

37. In particular, Ms. Dolnik argues that the strata should have replaced the unit 602 balcony membrane once Spratt Emmanual advised in August 2019 that it was not repairable. She says the strata's decision not to do so was significantly unfair.

38. I find there are two problems with this argument. Most importantly, since the CRT has already determined that the strata met its SPA section 72 duties, Ms. Dolnik is, in

essence, arguing that the strata owed her a repair obligation higher than that required in section 72. I find that expectation is not reasonable. As clearly explained in the case law Ms. Dolnik cited, the extent of a strata corporation's repair and maintenance duties is set out in section 72. There is no statute or common law requirement that sets out a different or additional standard for common property repair and maintenance.

39. Ms. Dolnik cited several cases about what constitutes a "good" solution to a repair problem under section 72: see for example *Guenther v. Owners, Strata Plan KAS431*, 2011 BCSC 119. Ms. Dolnik also cited cases about when a strata corporation's section 72 obligations actually require replacement rather than mere repair: see *Hill v. The Owners, Strata Plan KAS 510*, 2016 BCSC 1753. As well, Ms. Dolnik cited cases about how section 72 requires a strata corporation to conduct repairs in a timely manner: see *Fudge v. Owners, Strata Plan NW2636*, 2012 BCPC 409.

40. The problem for Ms. Dolnik is that these cases all explain the scope of the strata's duties under SPA section 72, which the CRT has already decided the strata met.

41. Ms. Dolnik relies on *W Redevelopment Group, Inc. v. Allan Window Technologies Inc*., 2010 BCSC 1601 for the proposition that the SPA is consumer protection legislation, "specifically in the context of addressing concerns related to failing building membranes and resulting water ingress arising from 'leaky-condo problems'": see *W Redevelopment* paragraph 131, citing British Columbia, Legislative Assembly, *Official Report of Debates of the Legislative Assembly (Hansard),* Vol. 11, No. 19 (13 July 1998) at 9922 (Hon. J. Kwan).

42. The court confirmed that this was the context in which the current SPA was enacted, and reflects its purpose. However, at paragraph 134 of *W Redevelopment*, the court explains the SPA's purpose further, as follows:

> The objects of the SPA as expressed by the Minister in *Hansard* included, in addition to the enhancement of protection for strata property owners, the provision of a complete code for condominium development and governance,

> and balancing the interests of municipalities, developers, strata corporations and individual owner…

43. So, in *W Redevelopment,* the court clearly explained that the SPA is a "complete code" for strata governance. I find this means that the scope of a strata corporation's repair and maintenance obligations is fully set out in the SPA, specifically in section 72, and does not include any extended duty beyond that. So, Ms. Dolnik's expectation that the strata would do more repair work on her balcony, beyond that required under section 72, is unreasonable.

44. Ms. Dolnik did not cite any cases in which a court or tribunal found that a strata corporation met its section 72 duties, but also found the strata corporation acted significantly unfairly. Most of the cited cases do not discuss significant unfairness. Of those that do, one, *Leeson v. Condominium Plan No. 9925923*, 2014 ABQB 20, is a decision from the Alberta Court of King's Bench, which mentioned Alberta's legislative provision about unfairly prejudicial conduct by a strata corporation. I find that case is not helpful here, first, because the Alberta legislation is different from BC's, and more importantly, because the court did not make any findings or render a decision about the alleged unfairly prejudicial conduct, but rather referred the case to a lower court for trial.

45. As noted above, Ms. Dolnik referred to the *Hill* decision. *Hill* was a case about significant unfairness in the context of strata repair obligations. The plaintiff strata lot owner argued the strata corporation had treated her significantly unfairly because it had breached its duty to repair common property in a reasonable and timely manner, even though other strata lot owners with similar problems had defects repaired.

46. The BCSC found in favour of the plaintiff in *Hill* and awarded damages. The BCSC found that for seven years, the strata had failed to meet its SPA section 72 duty to repair the structural defects (paragraph 70). The court applied the two-part test from *Dollan* and found the plaintiff had a reasonable expectation that the strata would comply with its legal obligations to repair the structural defects in a timely and

reasonable manner. Since the strata violated that expectation, the strata acted significantly unfairly.

47. I find that *Hill* is different from the case before me. In *Hill,* the strata admitted it had not met its section 72 repair duties, and the court agreed. The court specifically found that the plaintiff had a reasonable expectation that the strata "would comply with its legal obligations to repair the structural defects in a timely and reasonable manner." The court did not say the strata had any legal repair obligations beyond those in section 72. Rather, in its reasons, the court focused solely on section 72. Since the strata did not meet its section 72 duties, the strata acted in a significantly unfair manner.

48. In the current case, the CRT has already decided that the strata met its section 72 duties. Ms. Dolnik clearly had a reasonable expectation that the strata would meet those duties, and it did. Again, it is not open to me to make a different finding on that point. *Hill* does not support the proposition that the strata owed some repair duty beyond that set out in section 72.

49. Similarly, in *Guenther,* the plaintiff strata lot owner alleged that the strata corporation breached its duty to repair by failing to repair leaking balconies, and by failing to investigate the building envelope's integrity. The plaintiff argued that these failures were significantly unfair.

50. The court cited SPA section 72 and found that the strata had breached its duty to repair at least some of the balconies. However, in paragraphs 58 and 60, the court concluded that despite this breach, there was no basis to no basis to find that the strata had acted significantly unfairly towards the plaintiff. The court did not give extensive reasons for this conclusion. *Dollan* had not yet been decided, so the test about considering a plaintiff's reasonable expectations would not have applied. However, the fact that the court found a section 72 breach in *Guenther* and still found no significant unfairness does not support Ms. Dolnik's position that in her situation, the strata met its section 72 duties and nonetheless acted significantly unfairly.

*Balcony Membrane Replacement*

51. I will also address Ms. Dolnik's specific argument that she reasonably expected the strata to replace the unit 602 balcony membrane after receiving Spratt Emmanuel's August 23, 2019 report, rather than attempting temporary repairs that ultimately did not fix the problem.

52. The CRT member squarely addressed that question in the original decision, in paragraphs 82 to 88. He concluded that in all the circumstances, the strata acted reasonably when it decided to try temporary repairs, even considering that in hindsight, these temporary repairs did not work.

53. While the CRT member made these findings in the context of his SPA section 72 analysis, I find no basis to make different findings in the context of determining whether the strata's actions were significantly unfair. Instead, I find the CRT member's interpretation of the evidence persuasive, and I agree with it. I rely on that reasoning to reinforce my conclusion that Ms. Dolnik's expectation that the strata go beyond its SPA section 72 obligations, and replace the unit 602 balcony membrane, was not objectively reasonable.

54. Specifically, I find that the email correspondence in evidence shows that after receiving Spratt Emmanuel's August 2019 report, the strata council was actively considering what to do about the unit 602 and 603 balcony repairs. At the time, in late 2019, the strata was also considering what to do about the complete building envelope renewal recommended by 2 different engineering firms.

55. In November 2019, the strata decided to put forward a resolution for the owners to approve a $70,000 special levy for unit 602 and 603 balcony repairs. As I will discuss in my reasons below, that money, once approved, was not used to replace unit 602's balcony membrane. However, I find that action, and the strata's subsequent decisions to conduct further temporary repairs to the unit 602 balcony until it began the total building envelope remediation, were not significantly unfair. This is because in a July 9, 2021 report, Spratt Emanuel said that replacing the membrane would not have

solved the water ingress issues in any event. On page 2 of that report, it says that during the temporary repair work performed after August 2019:

> …it was discovered that there are waterproofing issues with the wall and window systems intersecting and extending above these decks which will continue to allow water ingress regardless of the simple replacement of the deck membrane. Walls and window systems above the deck are not waterproofed correctly and will allow water ingress into the wall systems and into Suites 602 and 603.

56. So, according to Spratt Emmanuel, even if the strata had replaced the balcony membrane, as Ms. Dolnik said it should have done, the leaks would have continued.

57. Ms. Dolnik says Spratt Emmanuel's reports, including the one I discussed above, should not be admitted as expert evidence because they are not neutral, and because the strata did not follow the CRT's rules for providing them.

58. I find the July 9, 2021 report discussed above is neutral, does not advocate for any party or position in this dispute. The author's certification and seal as an engineer is attached to the end of the report, which I find establishes their expert qualification on the subject of building construction and repairs. Although the strata did not provide the report within the 21-day period set out in the CRT Rules, I disagree with Ms. Dolnik's position that this deprived her of an opportunity to provide a contrary expert opinion. It has now been over two years since Ms. Dolnik saw the report. She could have requested permission to provide her own expert report as late evidence, but she did not.

59. CRT Rule 1.2(1) says the CRT can waive or vary the application of a rule or timeline to help achieve a fair, affordable, and efficient resolution of a dispute. Since I find Ms. Dolnik had an adequate opportunity to respond to Spratt Emmanuel's reports, I find it appropriate to waive the rule and accept the reports as expert evidence.

60. For all these reasons, I find Ms. Dolnik's expectation that the strata would repair unit 602 on a timely basis, beyond what was required in SPA section 72, was not

reasonable. I also find her expectation that the strata would replace the balcony membrane after August 2019 was not reasonable.

*February 2020 Special Levy*

61. In her September 15, 2023 submission, Ms. Dolnik says she expected the strata to implement the will of the owners expressed at the February 2020 AGM and the March 2021 SGM. She says the strata failed to do this, which was significantly unfair.

62. The minutes show that at the February 2020 AGM, the owners approved a $70,000 special levy for unspecified repairs to the unit 602 and 603 deck membranes.

63. The parties now agree that $70,000 was not enough to pay for the full repairs. Ms. Dolnik suggests that the strata acted unreasonably and unfairly by not proposing a larger levy. However, since the amount was based on what the strata had recently paid to replace the unit 701 balcony membrane replacement, I find it was reasonable and not unfair. Ms. Dolnik also says that once the strata learned that the special levy was insufficient, it should have held an SGM to raise more money, or taken the money from the contingency reserve fund, as the repairs were urgently required to prevent further damage.

64. The evidence shows that instead of doing this, the strata opted to move forward with the full building envelope remediation, and do temporary repairs to the unit 602 and 603 balconies. In the original decision, the CRT member found that this was reasonable, and not a breach of the strata's SPA section 72 duties. I agree with his reasoning, and in any event, it is not open to me to make a different finding on that point, since the issue was already decided.

65. For these reasons, I find that Ms. Dolnik's expectation that the strata replace the unit 602 balcony membrane, rather than doing temporary repairs pending the building envelope renewal, was not reasonable. As discussed in the case law Ms. Dolnik cited, the strata must balance completing repair obligations. The special levy resolution did not specifically require balcony membrane replacement, so I find the strata did not act significantly unfairly by not doing so.

66. Ms. Dolnik also argues that it was significantly unfair for the strata not to "implement the will of the owners" as expressed at the February 2020 AGM and the March 2021 SGM.

67. The February 2020 AGM resolution does not specifically say what work would be performed. The preamble cites Spratt Emmanuel's August 2019 report, which the parties agree was attached to the AGM notice. Ms. Dolnik argues that because of this, it was "clear" that the owners were voting for the work recommended in the August 2019 Spratt Emmanuel report, rather than temporary repairs. I do not agree. I find that the wording of the resolution is binding, and neither the preamble nor the resolution itself say any particular work mentioned in the report, or elsewhere, would be performed.

68. At a March 11, 2021 SGM, the owners approved a resolution directing the strata to repair unit 602. The resolution said the strata would "take all reasonable steps to apply the special levy funds set aside at the 2020 Annual General Meeting to repairs within the next sixty (60) days". Again, the resolution did not say what repairs would or must be done.

69. In the original decision, the CRT member found in paragraphs 90 and 91 that the strata used the special levy funds to pay for unit 602 balcony repairs, although not in the way Ms. Dolnik wanted.

70. Since the February 2020 and March 2021 resolutions did not specify what work must be performed, I find the strata implemented the owners' will by spending the special levy funds on temporary balcony repairs. Again, even though Ms. Dolnik argues that the special levy should have been spent on replacing the balcony membrane, she has not provided expert evidence to establish that the replacement would have stopped the leaks.

71. For all these reasons, I find the strata did not breach Ms. Dolnik's expectation to implement the will of the owners expressed at the February 2020 AGM and March 2021 SGM. I find the strata did not act significantly unfairly in relation to the special levy.

*Unequal Treatment*

72. Ms. Dolnik says the strata acted significantly unfairly by treating her differently from the unit 701 owners. Specifically, she says the strata replaced unit 701's balcony membrane, but refused to replace hers.

73. In paragraph 97 of the original decision, the CRT member concluded that the different treatment of units 602 and 701 was not significantly unfair, because the circumstances were different:

> I find that the context surrounding the 2 repair projects explains the different treatment. The strata received Spratt Emanuel's building envelope review shortly after receiving the August 23, 2019 report that recommended replacing unit 602's deck membrane. By this point, the membrane replacement project on unit 701 was nearly complete, so the strata made its decision about the 2 projects in different contexts. It is clear from the strata council's emails in March 2020 that the prospect of an imminent building envelope remediation was a significant consideration in deciding to do temporary repairs. This was not a consideration when it decided to replace unit 701's deck membrane as a standalone project. I therefore find that the different treatment was not significantly unfair.

74. In paragraph 78 of the BCSC decision, the court said that in the judicial review proceeding, Ms. Dolnik did not take issue take issue with the CRT's dismissal of her argument that the strata's different treatment of her as compared to unit 701's owner constitutes significant unfairness.

75. In her post-judicial review submissions to the CRT, Ms. Dolnik says the court was incorrect on this point. She says she did dispute this aspect of the CRT's decision in her petition to the court. She says she is now entitled to raise this issue with the CRT for reconsideration, at this stage, so the CRT can correct the judge's misapprehension.

76. I do not agree. The CRT does not have authority to reconsider or correct a finding of fact made by the BCSC. So, I find the differential treatment issue is not before me to decide.

77. However, even if it was, I agree with the CRT member's reasons in the original decision, and adopt them here. Specifically, I agree that Ms. Dolnik's expectation that her leak issues would be repaired in the same manner as unit 701's was unreasonable because the circumstances were not the same. First, there is no expert evidence before me establishing that the problems with the balconies were identical, or that the same repairs done to unit 701's balcony would have fixed unit 602's leaks. Rather, the July 9, 2021 Spratt Emmanuel report indicates there were more extensive problems with unit 602's balcony, such as necessary wall and window system repairs, which were not present in unit 701. Second, as noted in the original decision, by the time the unit 701 balcony membrane work was almost complete, the strata received Spratt Emmanuel's September 26, 2019 building envelope review, and October 11, 2019 follow-up responses, recommending a 2-year complete building envelope renewal project. So, the strata made its decisions about the 2 balconies in different circumstances, with different factors to consider.

78. For these reasons, I find the strata did not treat Ms. Dolnik significantly unfairly by approaching the unit 602 balcony repairs differently from the unit 701 balcony repairs.

## CRT FEES AND EXPENSES

79. 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. The strata is the successful party. It paid no CRT fees and claims no dispute-related expenses, so I award no reimbursement.

    The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses to Ms. Dolnik.

## ORDER

80. I dismiss Ms. Dolnik's claims and this dispute.

Kate Campbell, Tribunal Member