



Civil Resolution Tribunal

Date Issued: July 26, 2022

File: ST-2021-007056

Type: Strata

Civil Resolution Tribunal

Indexed as: *The Owners, Strata Plan KAS1261 v. Beckner, 2202 BCCRT 851*

B E T W E E N :

The Owners, Strata Plan KAS1261

APPLICANT

A N D :

SPENCER ROBERT BECKNER

RESPONDENT

A N D :

The Owners, Strata Plan KAS1261

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Richard McAndrew

INTRODUCTION

1. This dispute is about water leak repair expenses in a strata corporation. The respondent, Spencer Robert Beckner, owns strata lot 13 (SL13) in the applicant strata corporation, The Owners, Strata Plan KAS1261 (strata). The strata claims Mr. Beckner's strata lot's washing machine leaked, damaging the strata's common property and another strata lot. The strata says it paid \$6,993.79 for emergency repairs and claims that Mr. Beckner is required to reimburse these costs under strata bylaws 20.4, 20.5 and 20.6.
2. Mr. Beckner says he is not responsible for repairs to common property or other strata lots. He says that the strata is solely responsible for common property repairs. In his counterclaim, Mr. Beckner alleges that the strata improperly charged back \$6,993.79 to his strata lot account for the repair costs, and asks for an order removing the chargeback.
3. The strata is represented by a strata council member. Mr. Beckner is represented by an insurance representative.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). 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.
5. 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.

6. 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 CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. 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.

ISSUES

8. The issues in this dispute are:
 - a. Must Mr. Beckner pay the strata \$6,993.79 for plumbing and water damage repairs?
 - b. Must the strata reverse the \$6,993.79 charged back to Mr. Beckner's strata lot account?

BACKGROUND AND EVIDENCE

9. In a civil proceeding such as this one, the strata, as the applicant, must prove its claims on a balance of probabilities (meaning more likely than not). Mr. Beckner must prove his counterclaim to the same standard. I have read all the parties' submissions and evidence, but I only refer to what I find relevant to provide context for my decision.
10. The strata consists of 69 strata lots in an apartment-style building. SL13 is located on the third floor and it is occupied by a tenant.
11. The strata filed a complete set of bylaws with the Land Title Office (LTO) in March 2016, which repealed and replaced all previous bylaws. The strata has filed further

bylaw amendments at the LTO which are not relevant to this dispute. I discuss the specific bylaws relevant to this dispute in my reasons below.

12. It is undisputed that Mr. Beckner's strata lot's washing machine leaked on April 13, 2021, causing water damage to the common property and another strata lot.
13. The strata says that it hired Belfor Property Renovation (Belfor) to provide emergency plumbing repairs and Jacques Plante Interior Design (Jacques) to provide water remediation repairs. Belfor issued a May 6, 2021 invoice for \$4,773.79 and Jacques issued a June 8, 2021 invoice for \$2,220. It is undisputed that the strata paid these invoices. The strata says that it did not submit an insurance claim relating to this incident because the repairs costs were less than its insurance deductible. Since Mr. Beckner does not dispute this, I accept it as accurate. Though Mr. Beckner says that he is not responsible for the water leak repairs, he does not dispute the amount or the reasonableness of Belfor's or Jacques's repair charges.
14. It is undisputed that the strata has charged the \$6,993.79 in repair costs against Mr. Beckner's strata lot account. Mr. Beckner has not paid the chargeback.

REASONS AND ANALYSIS

Strata's claim for reimbursement for repair expenses

15. Under section 3 of the *Strata Property Act* (SPA), the strata is responsible for managing and maintaining the strata's common property and assets, for the benefit of the owners. The strata must repair and maintain common property under bylaw 21 and SPA section 72. For a strata to charge repair costs to a strata lot account without the owner's agreement, it must have the authority to do so under a valid and enforceable bylaw that creates the debt. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512 and the non-binding but persuasive reasoning in *Rintoul et al v. The Owners*, Strata Plan KAS 2428, 2019 BCCRT 1007.
16. Strata bylaw 20.5 says that owners are responsible for losses or damage to strata lots or common property where the cause originated in their strata lot and the cost of

repairing the resultant damage is under the strata's insurance deductible. Mr. Beckner argues that the strata has not proved that he negligently caused the leak. However, I find that this is not required under bylaw 20.5. Rather, I find that the strata only needs to prove that the leak originated in Mr. Beckner's strata lot, regardless of whether or not he acted negligently. So, based on my above finding that the water leak originated from SL13's washing machine, I find that Mr. Beckner is responsible for the water leak repairs under bylaw 20.5.

17. Mr. Beckner did not dispute the amount of the repairs listed on Belfor's and Jacques's invoices and there is no indication that these charges are unreasonable. Given all the above, I find that Mr. Beckner is responsible to pay \$6,993.79 for the repair costs under bylaw 20.5. Based on this finding, I find it unnecessary to also consider whether Mr. Beckner is also responsible for reimbursing the strata under bylaws 20.4 and 20.6.

Mr. Beckner's counterclaim

18. As noted above, Mr. Beckner says the strata was not entitled to charge back the \$6,993.79 to his strata lot account, and asks for an order that the strata remove the chargeback. I have already found that Mr. Beckner is responsible to reimburse the strata \$6,993.79 for its repairs under bylaw 20.5. Given this, I find the strata was entitled to charge back the \$6,993.79 in repair costs to Mr. Beckner's strata lot account, and I dismiss Mr. Beckner's counterclaim.

CRT FEES, EXPENSES AND INTEREST

19. 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. I see no reason in this case not to follow that general rule. The strata was successful in its claim. I therefore order Mr. Beckner to reimburse the strata \$225 in CRT fees. As Mr. Beckner was unsuccessful in his counterclaim, I find he is not entitled to any fee reimbursement. Neither party claimed any dispute-related expenses and so I award none.

20. The *Court Order Interest Act* (COIA) applies to the CRT. The strata is entitled to prejudgment interest on the \$4,773.79 owed for reimbursement of Belfor's repair costs from May 9, 2021, the date the strata requested reimbursement of Belfor's invoice to the date of this decision. The strata is also entitled to prejudgment interest on the \$2,220 owed for reimbursement of Jacques's repair costs from August 9, 2021, the date the strata requested reimbursement of this invoice from to the date of this decision. The total prejudgment interest for the reimbursement of Belfor's and Jacques's repairs equals \$35.67.
21. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mr. Beckner.

ORDERS

22. Within 30 days of the date of this order, I order Mr. Beckner to pay the strata a total of \$7,254.46, broken down as follows:
- a. \$6,993.79 for emergency repairs,
 - b. \$35.67 in COIA prejudgment interest, and
 - c. \$225 in CRT fees.
23. The strata is also entitled to postjudgment interest under the COIA.
24. I dismiss Mr. Beckner's counterclaim.

25. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Richard McAndrew, Tribunal Member