



# Civil Resolution Tribunal

Date Issued: January 5, 2026

File: ST-2025-003506

Type: Strata

Civil Resolution Tribunal

Indexed as: *Greenwood v. The Owners, Strata Plan LMS4102*, 2026 BCCRT 6

BETWEEN:

BARBARA GREENWOOD

**APPLICANT**

AND:

The Owners, Strata Plan LMS4102

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Megan Stewart

## INTRODUCTION

1. The applicant, Barbara Greenwood, owns strata lot 24 (SL24) in the respondent strata corporation, The Owners, Strata Plan LMS4102. Ms. Greenwood says the strata deliberately failed to cash several cheques she mailed to it for her monthly strata fee payments, and then improperly charged her “late fees”. Ms. Greenwood asks that I order the strata to:

- a. Rescind all fines, late fees, and administrative charges related to the disputed strata fee payments,
  - b. Remove a lien it registered against SL24, and rescind the lien registration fee,
  - c. Compensate her financially for pain and suffering,
  - d. Make “full accurate, and continuous statements, including forwarding balances and supporting documentation”,
  - e. Cease harassing her, and respect owner privacy rights,
  - f. Adhere to “reasonable communication practices, including timely delivery of all relevant notices and documents via Canada Post”, and
  - g. Repay expenses she incurred for registered mail to deliver cheques.
2. The strata says it did not receive cheques from Ms. Greenwood for the strata fee payments in question. So, the strata says it was entitled to take enforcement action, including by fining her under the *Strata Property Act* (SPA) and its bylaws, and by placing a lien on SL24. It also says Ms. Greenwood raises new claims in submissions that I should not consider in this dispute.
  3. Ms. Greenwood is self-represented. A strata council member represents the strata.

## **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 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 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 it considers relevant, necessary, and appropriate, even where the information would not be admissible in court.
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.

### ***Preliminary issue – new claims v. new remedies***

#### ***Improper accounting practices, bullying, harassment, privacy breaches, and retaliation***

8. The strata says that in her submissions, Ms. Greenwood raises new claims she did not mention in the Dispute Notice issued at the start of these proceedings. The purpose of the Dispute Notice is to define the issues and provide fair notice to other parties of the claims against them. CRT rule 1.19(1) allows applicants to request amendments to a Dispute Notice. However, rule 1.19(3) says the CRT will not allow amendments at the decision stage, except in extraordinary circumstances.
9. Ms. Greenwood denies raising any new claims. She says she discovered evidence of the strata's improper accounting practices in the course of preparing her case for this dispute that relates directly to her claim about the uncashed cheques. She says this has caused her continuing financial and emotional harm.
10. Ms. Greenwood cites non-existent CRT cases in support of her position on this point, and throughout her submissions in support of other arguments. She also cites SPA sections that are clearly incorrect. I find these are likely "hallucinations", meaning false or misleading results generated by artificial intelligence. In *AQ v. BW*,

2025 BCCRT 907, a tribunal member decided their obligation to provide sufficient reasons did not require them to address arguments with no basis in law. I agree with this reasoning. While I have reviewed all of Ms. Greenwood's submissions, I have only addressed what is relevant in my decision below.

11. Turning back to the strata's allegedly improper accounting practices, I find this is a new claim, separate from Ms. Greenwood's claim about the uncashed cheques. That is because Ms. Greenwood says the practices relate to the provision of strata fee payment statements and misrepresentation of fees owed, strata fee increases and decreases, "inconsistent bookkeeping", the correct allocation of late-paid strata fees, and inconsistent interest charge calculations. In short, the improper accounting practices issue is broadly about whether the strata has been charging Ms. Greenwood the right strata fees and allocating those fees correctly. The narrow question in the Dispute Notice is whether the strata received specific cheques from Ms. Greenwood and did not cash them on purpose. I find these are different things.
12. Further, I find there are no extraordinary circumstances that warrant amending the Dispute Notice at this late stage. So, I decline to consider Ms. Greenwood's new claim about improper accounting practices.
13. Similarly, I decline to consider Ms. Greenwood's claims about bullying, harassment, privacy breaches, and retaliation, which she also says fall within the scope of her strata fee payments claim. The examples Ms. Greenwood provided are of strata council meeting minutes that were drafted before this dispute arose. So, there is no evidence the matters are connected.
14. For completeness, I also decline Ms. Greenwood's requested orders about making full, accurate, and continuous statements, ceasing harassment and respecting privacy rights, adhering to reasonable communication practices, and compensating her financially for pain and suffering. I find these all relate to her new claims.

### New remedies

15. I find the 3 remaining orders Ms. Greenwood asks for relate to her strata fee payments claim. So, while she did not set them out fully in the Dispute Notice, I find I can consider them when deciding whether any remedies are warranted.

## **ISSUES**

16. The remaining issues in this dispute are:

- a. Did the strata fail to cash Ms. Greenwood's cheques for strata fee payments?
- b. Did the strata properly fine Ms. Greenwood for unpaid strata fees?
- c. Must the strata have the lien against SL24 lifted, and remove the lien administration fee from Ms. Greenwood's strata lot account?

## **EVIDENCE AND ANALYSIS**

17. I have read all the parties' submissions and evidence, but I only refer to information I find necessary to explain my decision.
18. The strata was created in February 2000 under the *Condominium Act*, with a commercial section and a residential section. It continues under the SPA. The strata repealed and replaced its bylaws in January 2002. In January 2021, the strata amended bylaw 4 about payment of strata fees and special levies, which is relevant to this dispute.
19. Bylaw 4.1 requires an owner to pay strata fees on or before the first day of the month to which the fees relate. If they fail to do so, the strata may fine them \$50 per month. Any outstanding fees are subject to interest at a rate of 10% per year, compounded annually. Bylaw 4.3 says fines authorized by the bylaws or costs the strata incurs to enforce bylaws or rules are due and payable immediately.

***Did the strata fail to cash Ms. Greenwood's cheques for strata fee payments?***

20. Ms. Greenwood has lived in SL24 for over 10 years, and has consistently paid both her strata and residential section strata fees by cheque. She often mails the cheques in bulk, 3 to 6 months' worth at a time. This is not disputed.
21. Ms. Greenwood says that in February 2025, she mailed cheques to the strata management company for March, April, May, and June 2025. However, she says the strata is playing "games" due to issues she has had with it since she moved in, and so it did not cash the cheques.
22. The strata says it never received the disputed cheques. It submitted an October 2, 2025 statement from its strata manager in support of this. I note the statement reads "~~March~~ May 2025 to ~~June~~ Sep 2025", without an explanation for the different dates. Otherwise, however, the parties agree that the disputed payments relate to the months of March, April, May, and June 2025, and I accept this is the case.
23. The strata relies on the parties' documented history as proof that each time it receives her mailed cheques for strata fee payments, it deposits and applies them to those fees.
24. Ms. Greenwood also points to the fact that the strata has a long history of receiving and depositing her mailed cheques, including cheques mailed both before and after March to June 2025. She says this shows she has consistently paid her strata fees, so the only reasonable explanation for the uncashed cheques is that the strata chose not to cash them.
25. The parties dispute which one of them bears the burden of proof. As the applicant in these civil proceedings, Ms. Greenwood must generally prove her claims on a balance of probabilities, meaning more likely than not. I note there are times when the burden shifts to the respondent. Here, Ms. Greenwood says the strata must prove it did not receive the cheques, because cheques mailed to a strata corporation are legally deemed delivered when mailed, unless there is evidence to the contrary. Ms. Greenwood does not refer to any authority for this proposition.

SPA section 61(3) says a document that is mailed to a person at the strata lot's address is deemed to have been given 4 days after it is mailed. Yet, it does not say anything about an owner or resident mailing cheques to a strata management company's address. So, I find SPA section 61(3) does not apply. Also, Ms. Greenwood has not proven she mailed the disputed cheques at all, either by regular or registered mail.

26. For its part, the strata relies on *Gorguet v. Vissare Media Inc.*, 2021 BCCRT 394 for the proposition that a payor is responsible to ensure a payment reaches the intended payee. I agree that this is the case, other than where a third-party fraudster is involved in misdirecting funds, which requires additional considerations. There is no allegation of third-party fraudster involvement here, and I can identify no other reason to reverse the burden of proof.
27. As Ms. Greenwood has not established she mailed the March, April, May, and June 2025 cheques, I find the strata did not receive them. In these circumstances, I find Ms. Greenwood has not proven the strata deliberately failed to cash the cheques, or that she is entitled to mailing expenses.
28. However, that does not end the matter.

***Did the strata properly fine Ms. Greenwood for unpaid strata fees?***

29. As noted above, bylaw 4.1 permits the strata to fine an owner if they do not pay their strata fees on time. But, it must do so properly.
30. SPA section 135 sets out the procedural requirements a strata corporation must follow when enforcing bylaws. Under section 135(1), the strata cannot fine an owner unless it has first received a complaint, given the owner written details of the complaint, and given the owner a reasonable chance to respond, including by holding a hearing if requested. In *Terry v. The Owners, Strata Plan NW 308*, 2016 BCCA 449, the court clarified that the notice requirements in SPA section 135 include an obligation to inform the owner that the strata is contemplating a fine.

31. The evidence here shows the strata first wrote to Ms. Greenwood about a possible fine because her strata lot account was in arrears in October 2024. Before this uncashed cheques dispute arose, Ms. Greenwood had not been paying the full amount of the strata fees charged, for reasons that relate to matters I found are not before me. This had been ongoing since around May 2024.
32. In its October 30, 2024 letter, the strata advised Ms. Greenwood her account was in arrears, and asked her to bring it up to date. It said if she did not do so, it may impose fines against her account, in accordance with the bylaws. It also advised her she could answer “the complaint” under SPA section 135(1). The strata attached an excerpt from Ms. Greenwood’s statement of account showing the strata fees charged and the amount paid. It wrote the same letter to Ms. Greenwood every month until January 2025.
33. Although the letter did not set out a formal complaint, I find it reasonable to assume that failure to pay strata fees would attract a complaint from a person who was aware of it. So, I find the requirement that the strata receive a complaint was met. I also find the strata gave Ms. Greenwood written particulars of the complaint, despite not specifically mentioning bylaw 4.1. In the context of the letter and attached statement of account excerpt, I find bylaw 4.1 was the only bylaw relevant to the complaint.
34. After the strata did not receive Ms. Greenwood’s March 2025 strata fee payment, it wrote to her again on March 28, 2025. In that letter, the strata told Ms. Greenwood it had imposed a fine on her account for arrears. It said it would continue to do so until her account was brought up to date, and provided payment instructions. The strata attached another excerpt from her statement of account.
35. Based on all of this, I find the strata met the SPA section 135(1) requirements. The strata gave Ms. Greenwood notice of a complaint about her strata lot account arrears, a chance to answer it, and a warning that fines could be applied. After the strata received no strata fee payment at all for March 2025, it applied a fine. By

doing so and telling Ms. Greenwood it had done so in March 2025, I also find the strata gave notice of its decision as soon as feasible under section 135(2).

36. For these reasons, I find Ms. Greenwood is not entitled to an order that the strata rescind fines imposed for the disputed strata fee payments. There is no evidence the strata imposed any “late fees” or “administrative charges” in connection with the disputed strata fee payments, other than the lien administration fee, which I address below.

***Must the strata have the lien against SL24 lifted, and remove the lien administration fee from Ms. Greenwood’s strata lot account?***

37. On July 8, 2025, the strata wrote to Ms. Greenwood demanding full payment of “all outstanding lienable amounts”, including the strata fees at issue here, within 21 days. The letter said if she failed to pay in full, the strata would register a lien against SL24 under SPA section 116, and charge back the lien administration fee to her strata lot account. On August 28, 2025, the strata advised Ms. Greenwood in writing it had registered a lien against SL24, and had charged back the lien administration fee to her account.
38. SPA section 116 sets out the circumstances under which a strata corporation may register a lien against an owner’s strata lot. Section 117 describes how a strata corporation may force the sale of an owner’s strata lot to collect money owing. Section 118 says reasonable legal costs, land title and court registry fees, and other reasonable disbursements associated with action taken under sections 116 and 117 may be added to the amount owing under a certificate of lien.
39. CRTA section 122 lists the provisions of the SPA over which the CRT does not have jurisdiction. SPA section 117 is listed, but sections 116 and 118 are not. This means the CRT has jurisdiction to adjudicate claims about the validity of a lien, and about whether the strata has improperly added costs to the lien amount.
40. Here, the strata’s August 26, 2025 certificate of lien showed \$3,104.14 owing, plus costs. Based on SL24’s statements of account in evidence, I find this figure reflects the amount Ms. Greenwood owed for strata fees up to the end of August 2025. I

find it includes interest, but excludes any fines the strata charged Ms. Greenwood as required by SPA section 116(3)(c).

41. The \$3,104.14 also excludes the \$656.25 lien administration fee, which the strata charged back to Ms. Greenwood's strata lot account. In *Kim v. Section 1 of The Owners, Strata Plan LMS 1866*, 2022 BCCRT 1197, a tribunal member found a strata corporation was not entitled to charge a "lien administration fee" to an owner's strata lot account without an explanation of the fee. I agree. Here, the strata does not explain what that fee is for. Without an explanation, I find the \$656.25 lien administration fee does not fall within the category of expenses a strata corporation can add to the lien cost under SPA section 118.
42. I find all of this shows the strata complied with SPA section 116 to register the lien, but failed to comply with section 118 in connection with the lien administration fee. So, I order the strata to remove the lien administration fee chargeback, and any associated interest, from Ms. Greenwood's strata lot account.

## **CRT FEES AND EXPENSES**

43. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for fees and reasonable dispute-related expenses. However, neither party paid fees, or claims dispute-related expenses.
44. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Ms. Greenwood.

## **ORDERS**

45. Within 14 days of the date of this decision, I order the strata to remove the lien administration fee chargeback, and any associated interest, from Ms. Greenwood's strata lot account.
46. I dismiss the balance of Ms. Greenwood's claims.

47. 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 that it is filed in.

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Megan Stewart, Tribunal Member