



# Civil Resolution Tribunal

Date Issued: February 27, 2026

File: ST-2024-002087

Type: Strata

Civil Resolution Tribunal

Indexed as: *White v. The Owners, Strata Plan BCS3946*, 2026 BCCRT 339

**B E T W E E N :**

DELIA WHITE and MATTHEW WHITE

**APPLICANTS**

**A N D :**

The Owners, Strata Plan BCS3946

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Max Pappin

## INTRODUCTION

1. The applicants, Delia White and Matthew White, own a strata lot in the respondent strata corporation, The Owners, Strata Plan BCS3946. The applicants' mail kiosk keys were stolen from their vehicle. Since the applicants' vehicle contained papers showing their home address, the strata rekeyed the mail kiosk. The strata charged

the applicants \$2,500 for the insurance deductible to rekey the mail kiosk and provide all owners with 2 new mail kiosk keys.

2. The applicants seek an order that the strata remove the \$2,500 charge from their strata account.
3. The strata says it appropriately enforced its bylaws.
4. Mrs. White represents the applicants. A strata council member represents the strata.
5. For the following reasons, I dismiss the applicants' claim.

## **JURISDICTION AND PROCEDURE**

6. 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.
7. 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.
8. 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.

9. The applicants' submissions refer to CRT cases that do not apply. They also provide incorrect citations for most of the cases they refer to. The applicants also repeatedly cite a *Strata Property Act* (SPA) subsection that does not exist. I find these are likely "hallucinations", meaning false or misleading results generated by artificial intelligence. In *AQ v BW*, 2025 BCCRT 907 at paragraph 16, a CRT vice chair found that the CRT's obligation to provide sufficient reasons did not require it to address arguments with no basis in law. I agree with this reasoning. While I have reviewed all of the applicants' submissions, I have only addressed what is relevant in my decision below.

## ISSUES

10. The issues in this dispute are:
- a. Did the strata validly impose the \$2,500 chargeback?
  - b. Did the strata act unreasonably by not conducting a key audit?
  - c. Did the strata treat the applicants significantly unfairly?

## EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, the applicants must prove their claim on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.

### ***Background***

12. The strata was created in September 2010. It consists of 80 residential strata lots in 18 buildings.
13. The strata filed bylaw amendments at the Land Title Office between 2019 and 2023. I find the 2019 bylaw amendments apply to this dispute. Bylaw 49(1) says that an owner who is responsible for any loss or damage to common property must indemnify the strata from necessary maintenance, repair, or replacement expenses

unless the expense is covered by the strata's insurance. Bylaw 49(2) says that the strata's insurance deductible will be charged to the owner.

14. On June 18, 2023, the applicants' mail kiosk keys and individual mailbox keys were stolen from their vehicle. The applicants say they informed the strata manager about the theft on June 19, 2023. They say the strata decided to rekey the mail kiosk and provide new mail kiosk keys to all strata owners.
15. The strata provided photos of the mail kiosk and mailboxes. The mail kiosk is an outdoor structure separate from the strata's residential buildings. It encloses the mailboxes and secures them behind a locked gate.
16. The applicants say the strata sent them a chargeback letter for the rekeying and key cutting expenses on July 13, 2023. The applicants responded on July 26, 2023, disputing the chargeback. They subsequently attended a strata hearing on September 25, 2023.
17. On October 3, 2023, the strata sent a letter to the applicants, confirming that they were responsible for the rekeying and key cutting expenses. In the letter, the strata said it would charge the \$2,500 insurance deductible to the applicants' strata account. The applicants say the strata applied the chargeback to their strata account in February 2024.
18. The applicants ask for an order that the chargeback be reversed. They also ask that the \$2,500 be drawn from the strata's contingency reserve fund (CRF).

***Did the strata validly impose the chargeback?***

19. For the strata to chargeback the rekeying and key cutting expenses to the applicants' strata account, it must have authority to do so under a valid and enforceable bylaw that creates the debt. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512 at paragraphs 40 to 41.
20. As mentioned, bylaw 49(1) says that an owner who is responsible for any loss or damage to common property must indemnify the strata from any necessary repair

or replacement expenses unless the expenses are covered by the strata's insurance. Bylaw 49(2) permits the strata to recover the insurance deductible in those circumstances.

21. Here, it is undisputed that the mail kiosk is common property.

*Did the applicants damage the mail kiosk?*

22. In submissions, the applicants say that the theft of their keys did not cause damage to common property. However, the mail kiosk's primary purpose is to prevent unwanted persons, like thieves, from accessing the mailboxes. When the thieves stole the applicants' keys, this damaged the mail kiosk's ability to perform this function. Specifically, the mailboxes became accessible to the thieves when they stole the mail kiosk keys. In these circumstances, I find this constitutes damage to common property.

23. The applicants provided submissions arguing that they did not act negligently when they left their keys unattended in their vehicle. However, bylaws 49(1) and (2) do not require an owner to act negligently for the strata to recover necessary repair and replacement expenses. Rather, the bylaws permit the strata to recover expenses when an owner is merely responsible for the damage to common property.

24. I note that the strata referred to *Crichton v. Strata Plan KAS431*, 2017 BCCRT 33. In this case, the tribunal member determined an owner was required to pay the strata for rekeying common area locks after her strata keys were stolen from her coat pocket. Since her car keys were also stolen, and her car contained documents showing her home address, the strata rekeyed the common areas to address security concerns.

25. In *Crichton*, the tribunal member had to determine whether the owner was negligent because the strata's bylaws only required the owner pay for the expenses where she had been "careless or negligent". This is not the case in this dispute.

26. Based on the above, I find negligence is not required for the strata to impose the chargeback. The applicants undisputedly left their mail kiosk keys in their vehicle,

and their keys were subsequently stolen. By leaving their mail kiosk keys in their vehicle unattended, I find the applicants are responsible for the damage to the mail kiosk.

Was it necessary to rekey the mail kiosk?

27. The applicants argue that the strata did not need to rekey the mail kiosk. They say there was “no immediate or identifiable threat to common property”. They say no theft occurred in the 3 weeks it took to rekey. They also say they had their wallets with them when the theft occurred and that the insurance documents showing their address “remained secured in the vehicle cabin”.
28. Here, I find the mail kiosk’s location important. Since the mail kiosk is outdoors and separate from the strata’s residential buildings, its lock is the only safeguard preventing any unwanted person from accessing the strata’s mailboxes.
29. I also find it notable that the applicants do not explain how they secured their insurance documents, which they acknowledge were in the vehicle. The strata says the thieves could have accessed those documents which showed their address. They say all mailboxes were vulnerable because of this.
30. Based on the above, I find the strata’s mailboxes were compromised by the theft of the applicants’ mail kiosk keys. I find it was necessary for the strata to rekey the mail kiosk to safeguard the mailboxes from the thieves. I also find it was necessary for the strata to cut new keys for all owners to access the rekeyed mail kiosk. I find nothing turns on the applicants’ submissions that no theft occurred within the 3 weeks it took to rekey the mail kiosk, as the risk of potential theft remained unchanged.
31. The strata’s October 3, 2023, and February 4, 2024 decision letters show that it cost \$3,740.98 to rekey the mail kiosk and cut new keys for all owners. In both letters, the strata noted it would charge the \$2,500 insurance deductible to the applicants’ strata account. The applicants do not argue that the strata’s insurance deductible is

any other amount, so I find that it is. I also find bylaw 49(2) enabled the strata to validly impose the chargeback for the insurance deductible.

32. The applicants say the strata did not follow the requirements of SPA section 135 to conduct bylaw enforcement against them. However, since bylaw 49(2) enabled the strata to charge the applicants for the insurance deductible, I find the SPA section 135 bylaw requirements do not apply.

***Did the strata act unreasonably by not conducting a key audit?***

33. In submissions, the applicants say the strata acted unreasonably by charging the expenses to cut 2 new mail kiosk keys for all owners without first conducting a “key audit”. They say that if other residents were already missing keys, those costs should not have been imposed on them. The strata says it was not obligated to conduct a key audit.
34. I note that there are no bylaws requiring the strata to conduct any type of audit before imposing a chargeback for damage to common property. Further, neither SPA section 35 nor the *Strata Property Regulation* requires the strata to maintain a key inventory. The applicants also did not direct me to any legal authority to support their position that the strata should have conducted a key audit.
35. Based on the above, I find the strata’s decision to impose the chargeback without conducting a key audit was reasonable. I also find it would be unreasonable for the strata to subject all other owners to a key audit for damage that the applicants are responsible for.

***Did the strata treat the applicants significantly unfairly?***

36. In submissions, the applicants say the strata did not treat them equally. They allege that the strata did not enforce its bylaws “under similar circumstances”. The strata says it has not dealt with other incidents where an owner’s mail kiosk keys were stolen.

37. The CRT can make orders to remedy significantly unfair actions or decisions by a strata under CRTA section 123(2). The court has the same authority under SPA section 164, and the same legal test applies. See *Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113. In *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173, the court confirmed that significantly unfair actions or decisions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, unjust, or inequitable. In applying the test, the owner's objectively reasonable expectations are a relevant factor, but are not determinative. See *Dollan v. The Owners, Strata Plan 1589*, 2012 BCCA 44.
38. The applicants provided the strata's September 2024 meeting minutes. In the minutes, it notes that a new owner requested an additional mailbox key. The strata requested further information from the owner about the request. The applicants say the owner did not provide further information and that the strata did not investigate their request for an additional key. They say this was a security risk.
39. However, I find the circumstances between the applicants and this new owner are not similar. The minutes merely show that the new owner requested an additional key. There is no indication that the owner's mailbox key was lost or stolen. So, I find the strata's decision not to take further action in this instance does not show that they treated the applicants unfairly.
40. In any event, even if another owner lost their mail kiosk key, I find this is significantly different than a thief stealing a mail kiosk key. Keys that are stolen are clearly in a wrongdoer's hands. There is a clear risk that a thief may try to access a mail kiosk to steal items if they possess the keys to do so, especially if they have access to documentation showing the owner's address. Conversely, a misplaced or lost key does not create the same risk as they are not clearly in the hands of a wrongdoer. So, even if another owner lost or misplaced their mail kiosk key, this alone would not require the strata to rekey the mail kiosk.

41. The applicants provided no further evidence to support their allegation that the strata failed to enforce its bylaws in similar circumstances. So, I find the applicants have not proven that the strata treated them significantly unfairly.
42. Overall, I find the applicants have not proven that the strata improperly charged them for the insurance deductible. So, I decline to order the strata to reverse the chargeback.
43. Given the strata was entitled to collect the insurance deductible from the applicants, I also find that the strata was not obligated to use the CRF to pay the insurance deductible. I therefore dismiss the applicants' claim for an order that the strata use the CRF to pay the insurance deductible.

## **CRT FEES AND EXPENSES**

44. 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 applicants were unsuccessful, so I dismiss their claim for CRT fees. Neither party claimed dispute-related expenses.
45. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the applicants.

## **ORDER**

46. I dismiss the applicants' claims.

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Max Pappin, Tribunal Member