



# Civil Resolution Tribunal

Date Issued: May 22, 2026

File: ST-2024-002835

Type: Strata

Civil Resolution Tribunal

Indexed as: *Whitaker v. The Owners, Strata Plan VIS1144*, 2026 BCCRT 801

BETWEEN:

CAROL LYNN WHITAKER

**APPLICANT**

AND:

The Owners, Strata Plan VIS1144

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Max Pappin

## INTRODUCTION

1. The applicant, Carol Lynn Whitaker, is a former owner of a strata lot in the respondent strata corporation, The Owners, Strata Plan VIS 1144. While Ms. Whitaker was an owner, the strata registered 2 liens against her strata lot for failure to pay her portion of a special levy. The strata later filed a petition to the British Columbia Supreme Court (BCSC) seeking a court ordered sale of Ms. Whitaker's

strata lot to satisfy the liens. Ms. Whitaker voluntarily sold her strata lot to avoid a court ordered sale.

2. Ms. Whitaker alleges that the strata falsely stated in the BCSC court documents that owners in arrears of the special levy contribution could no longer pay them by instalments. Ms. Whitaker says this statement prevented her from being able to negotiate with potential buyers about who was responsible for the outstanding special levy contributions. She says this was significantly unfair. She seeks \$35,113.85 for the second and third special levy instalments that she says should have been paid by the new owner of her strata lot. Ms. Whitaker also seeks reimbursement of \$5,000 in legal costs added to the amount owing under the liens.
3. The strata denies treating Ms. Whitaker significantly unfairly. It says it acted reasonably while collecting the special levy. It also argues that the CRT should refuse to resolve this dispute because the issues raised should have been decided in the BCSC proceeding, Ms. Whitaker allegedly sought the same relief in a previous CRT dispute, and because the CRT does not have jurisdiction to decide disputes about liens and forced sale proceedings. The strata also argues that Ms. Whitaker's claims are out of time under the *Limitation Act*.
4. Ms. Whitaker is self-represented. A strata council member represents the strata.
5. For the following reasons, I partially allow Ms. Whitaker's claims.

## **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.
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. In her reply submissions, Ms. Whitaker refers to numerous cases that either do not exist or do not stand for the legal bases that she presents. 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 Ms. Whitaker’s submissions and evidence, I have only addressed what is relevant in my decision below.

### ***Claims not in Dispute Notice***

10. In her evidence, Ms. Whitaker makes numerous additional claims that she did not raise in the Dispute Notice. These include claims for \$10,000 for funds allegedly lost during the sale of her strata lot, \$35,113.85 for the refund of the first special levy instalment, and \$25,000 for “consequential losses”. The strata says I should not address Ms. Whitaker’s additional claims.
11. The Dispute Notice’s purpose is to define the issues and provide fair notice to the other party of the claim against it. While CRT Rule 5.1(1) allows applicants to request amendments to a Dispute Notice, Rule 5.1(3) says the CRT will not allow amendments during the CRT’s decision stage except in extraordinary circumstances. I find no extraordinary circumstances exist here. So, I find Ms. Whitaker’s additional claims are not properly before me and I have not considered them.

## ***Res Judicata and Jurisdiction***

12. The strata says the CRT should refuse to resolve this dispute because it is a duplicate of a previous CRT dispute that Ms. Whitaker filed in May 2022 and *res judicata* applies. This doctrine prevents a party from bringing legal proceedings about the same matter once it has already been decided. The strata also argues that the CRT should refuse to resolve this dispute because it does not have jurisdiction over liens and forced sale proceedings.
13. *Strata Property Act* (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. 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.
14. In a December 18, 2024 preliminary decision, a vice chair determined that Ms. Whitaker's claims in this dispute are not the same as her claims in the 2022 dispute. Specifically, the vice chair noted that in the 2022 CRT dispute, Ms. Whitaker sought to adjust the special levy payment schedule and requested orders that the strata not force her to sell her strata lot. The vice chair found that Ms. Whitaker's claims in this dispute are not about the forced sale of her strata lot under SPA section 117. Further, the CRT refused to resolve the 2022 dispute because the BCSC petition proceedings were ongoing. So, there was no final decision on the merits in that dispute.
15. In the preliminary decision, the vice chair also noted that the strata discontinued the BCSC proceeding, so there is no other legally binding process that would be more appropriate to resolve the issues in this dispute. I also note that a discontinuance

does not attract the operation of *res judicata*. See *Carr et al. v. Cheng et al.*, 2007 BCSC 2042.

16. Overall, I agree with the reasoning in the preliminary decision. I find Ms. Whitaker's claims are not about the forced sale of her strata lot. Rather, I find that she claims that the strata treated her significantly unfairly by preventing her from negotiating the second and third special levy instalments into the sale of her strata lot. I find she also claims that the strata added unreasonable legal costs to the amount owed under the liens.
17. Based on the above, I find Ms. Whitaker's claims fall within the CRT's strata property jurisdiction and are not *res judicata*. So, I decline to refuse to resolve this dispute.

## ISSUES

18. The remaining issues in this dispute are:
  - a. Whether Ms. Whitaker's claims are out of time under the *Limitation Act*.
  - b. If not, whether Ms. Whitaker is entitled to reimbursement of the second and third special levy instalments.
  - c. Whether Ms. Whitaker is entitled to reimbursement of any legal costs added to the liens.

## EVIDENCE AND ANALYSIS

19. As the applicant in this civil proceeding, Ms. Whitaker must prove her claims 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**

20. The strata was created in April 1982. It consists of 106 strata lots in a single 7-storey building.
21. At a May 13, 2021 annual general meeting, the owners passed a resolution to raise a \$7.5 million special levy to fund building envelope repairs. Ms. Whitaker's portion of the special levy was \$70,227.70. The approved resolution stated that each strata lot's share of the special levy was due and payable on May 31, 2021. It also stated that "for convenience", owners could pay 50% by June 30, 2021, 30% by June 30, 2022, and 20% by June 30, 2023.
22. Ms. Whitaker did not make any payment by June 30, 2021. On August 31, 2021, the strata manager sent Ms. Whitaker a letter warning that the strata would register a lien against her strata lot if she failed to pay her strata account arrears, including the first special levy instalment, by September 21, 2021.
23. Ms. Whitaker did not make any payment by September 21, 2021. So, on November 3, 2021, the strata manager informed Ms. Whitaker that the strata would be registering a lien against her strata lot. The evidence shows that the strata registered the lien on November 12, 2021. The November 2021 Form G – Certificate of Lien noted that Ms. Whitaker owed a total of \$35,143.49 plus costs permitted under SPA section 118. The strata also provided Ms. Whitaker an August 27, 2021 statement of account showing that this amount consisted of \$35,113.85 for the first special levy instalment and \$29.64 for an "open balance".
24. In her evidence, Ms. Whitaker says the strata sent her a letter on November 19, 2021, stating that it would register a second lien against her strata lot if she did not pay the first instalment. On March 23, 2022, the strata's lawyer sent Ms. Whitaker a demand letter for the arrears. The lawyer warned that they would register an updated lien against Ms. Whitaker's strata for the arrears if she did not pay by April 13, 2022.

25. On April 20, 2022, Ms. Whitaker attended a strata council hearing to request an extension to pay her first instalment. She informed the strata that she was expecting to receive an inheritance which she would use to pay the arrears. On April 22, 2022, the strata informed Ms. Whitaker that it would grant her extension request if she signed an agreement confirming that she would pay, by June 30, 2022, both the first and second instalments, any strata fee arrears, a 1% interest charge on the first instalment, and all legal costs related to the collection of the special levy charges. The strata noted that if Ms. Whitaker declined to sign the agreement, it would proceed with legal action to collect the special levy.
26. On April 25, 2022, the strata's lawyer sent Ms. Whitaker the proposed payment agreement. However, she declined to sign the proposed agreement on May 16, 2022. The strata subsequently registered a second lien against Ms. Whitaker's strata lot on May 18, 2022. The May 2022 Form G – Certificate of Lien noted that Ms. Whitaker owed \$35,113.85 plus costs permitted under SPA section 118. In submissions, the strata says that the May 2022 lien was also for the first special levy instalment. So, the strata registered both liens against Ms. Whitaker's strata lot for the same debt. I address this further below.
27. On May 18, 2022, the strata's lawyer sent Ms. Whitaker another demand letter. In this letter, the lawyer itemized \$37,547.46 in "priority charges" consisting of \$35,113.85 for the first instalment of the special levy, \$3.13 for strata fees, and the remainder for lien registration and legal costs.
28. On June 30, 2022, the strata filed a BCSC petition seeking to collect \$71,861.31 for the full special levy and strata fees, plus legal costs. In the BCSC proceeding, the strata submitted an affidavit of the strata manager, AS. In the affidavit, AS stated that only owners who were not in default were permitted to pay the special levy in instalments.
29. On July 21, 2022, Ms. Whitaker paid the strata \$37,544.33 for the first special levy instalment plus lien registration and related legal costs, as set out in the May 18, 2022 demand letter. Ms. Whitaker says she paid the remaining \$3.13 for strata fees

in cash. After making the payment, Ms. Whitaker requested the strata remove the liens. The strata says it refused to remove the liens because the second instalment had become due, increasing the arrears that Ms. Whitaker owed.

30. On July 25, 2022, Ms. Whitaker accepted an offer to purchase her strata lot for \$458,273.74. She provided a copy of the Contract of Purchase and Sale (CPS), which shows that the buyer also agreed to assume responsibility for \$35,975.79 that Ms. Whitaker owed to the strata. On July 26, 2022, Ms. Whitaker filed a response to the BCSC petition. In her response, Ms. Whitaker noted that she had accepted an offer to purchase her strata lot and that the buyer would pay the \$35,113.85 for the second and third special levy instalments plus \$861.94 in legal fees.
31. On August 29, 2022, the strata's lawyer sent the buyer's notary a breakdown of arrears for Ms. Whitaker's strata lot. The breakdown listed \$35,113.85 for the second and third special levy instalments and an additional \$4,049.43 in legal costs. That same day, the buyer's notary sent the strata's lawyer an undertaking to pay the full \$39,163.28 for the arrears.
32. On August 31, 2023, the sale completed. Ms. Whitaker provided a Revised Vendor's Statement of Adjustments which shows that \$3,187.49 was removed from the purchase price to account for the difference between the \$35,975.79 in arrears that the buyer agreed to pay under the CPS and the \$39,163.28 that they actually paid to the strata.
33. The strata subsequently discontinued both liens.

***Is Ms. Whitaker entitled to reimbursement of the second and third special levy instalments?***

34. For convenience, I start by addressing Ms. Whitaker's claim for reimbursement of the second and third special levy instalments. As I mentioned, Ms. Whitaker alleges that AS falsely stated in their affidavit that owners in arrears of the special levy contribution could no longer pay by instalments. She says this statement prevented

her from being able to negotiate the second and third instalments into the sale of her strata lot.

35. However, Ms. Whitaker's evidence indicates that the buyer, not Ms. Whitaker, paid the second and third special levy instalments. I say this because the Revised Vendor's Statement of Adjustments shows that the second and third instalments were not deducted from the sale proceeds. The CPS specifically says that the buyer assumed responsibility for the strata arrears. Additionally, in her response to the BCSC petition, Ms. Whitaker noted that the buyer would pay the second and third special levy instalments. There is also no mention in either the CPS or the petition response that this amount would be deducted from the sale proceeds.
36. I acknowledge that, in submissions, Ms. Whitaker says the buyer did not pay any of the special levy, but there is no evidence supporting this assertion. I find Ms. Whitaker has not proven that she paid the second and third special levy instalments.
37. Based on the evidence before me, I find Ms. Whitaker's allegation that the strata prevented her from negotiating the second and third instalments as part of the strata lot sale unproven. I also find Ms. Whitaker is not entitled to reimbursement of the second and third instalments because she did not pay them. So, I dismiss this claim. It follows that I do not need to address Ms. Whitaker's argument about whether AS's affidavit was accurate.

***Is Ms. Whitaker's remaining claim barred by the Limitation Act?***

38. The strata argues that the limitation period for Ms. Whitaker's claims has expired. CRTA section 13 says the *Limitation Act* applies to the CRT. The *Limitation Act* creates a 2-year limitation period for most claims. *Limitation Act* section 8 says the limitation period starts running when a person discovers their claim. A person discovers a claim when they know, or reasonably should know, that another person caused them to incur a loss, and that a legal proceeding, such as the CRT dispute process, would be a suitable way to remedy the loss. If the time limit expires, the

right to bring the claim disappears and the claim must be dismissed, even if the claim would have otherwise been successful.

39. Ms. Whitaker filed her application for CRT dispute resolution on April 29, 2024. So, if she discovered her claim for reimbursement of legal costs before April 29, 2022, her claim is out of time under the *Limitation Act*.
40. The strata says Ms. Whitaker discovered her claims in September 2021 because that is the date she referred to in her May 2022 CRT dispute. However, as I explained, Ms. Whitaker's claims in this dispute are not the same as her claims in the May 2022 dispute. So, I find nothing turns on this.
41. Rather, I find Ms. Whitaker discovered that she suffered financial losses on July 21, 2022 and August 31, 2022. I say this because a portion of Ms. Whitaker's July 21, 2022 payment was allocated towards legal costs, and further legal costs were deducted from her strata lot sale proceeds on August 31, 2022. On these dates, Ms. Whitaker knew, or should have known, that a legal proceeding would be a suitable way to remedy the losses.
42. Based on the above, I find Ms. Whitaker discovered her claim for reimbursement of legal costs after April 29, 2022. So, I find her claim is not barred by the *Limitation Act*.

***Is Ms. Whitaker entitled to reimbursement of legal costs?***

43. Ms. Whitaker claims \$5,000 for allegedly unreasonable legal costs added to the amount owing under the liens. The strata says, and I agree, that SPA section 118 permits a strata to add reasonable legal costs to file and enforce a lien to the amount owing under a lien. See *The Owners, Strata Plan KAS 2428 v. Baettig*, 2017 BCCA 377.
44. In her evidence, Ms. Whitaker argues that the strata charged legal fees "even though I was not represented and had no opportunity to challenge or respond to those charges". However, the SPA does not require that Ms. Whitaker have legal

representation to have legal costs added to the amount owing under a lien. Similarly, the SPA does not require the strata to provide Ms. Whitaker with an opportunity to challenge or respond to the legal costs. So, I find nothing turns on this argument.

#### November 2021 lien

45. As I mentioned, the November 2021 lien included a \$29.64 open balance charge. In submissions, Ms. Whitaker says this charge was an improper amount added to the November 2021 lien. She argues that the November 2021 lien was invalid because of this. I infer she argues that any legal costs related to this lien are also invalid.
46. Notably, the strata did not provide submissions explaining what the \$29.64 open balance charge was for. The strata also did not deny that the charge was an improper amount added to the November 2021 lien. Rather, the strata says its May 2022 lien, which did not include the \$29.64 charge, was a valid lien for the first instalment of the special levy. It says the May 2022 lien did not contain improper amounts for discharge fees, fines, and interest charges.
47. Given this, I asked the strata for additional submissions explaining why it registered 2 liens against Ms. Whitaker's strata lot and whether it was reasonable to require her to pay for the legal costs related to both liens. In its response, the strata did not provide a clear explanation about why it registered 2 liens. It says that it filed the first lien without legal assistance and without placing the Credit Union on notice. However, I find this alone did not necessitate registering a second lien against Ms. Whitaker's strata lot. I also find it is unreasonable to add legal costs for 2 liens when only one was necessary.
48. Given the strata does not deny Ms. Whitaker's allegation that the \$29.64 open balance was an improper amount added to the November 2021 lien, I accept that it was. I also find it more likely than not that the strata registered the May 2022 lien to resolve this issue. In *Terry v. The Owners, Strata Plan NW 309*, 2016 BCSC 237, the court determined that a certificate of lien was invalid because it included improper amounts. Applying the same reasoning, I find that the November 2021 lien

was invalid. I also find it was unreasonable for the strata to charge Ms. Whitaker any legal costs relating to the November 2021 lien.

### May 2022 lien

49. In her reply submissions, Ms. Whitaker says that the May 2022 lien is also invalid. She alleges that the strata registered the May 2022 lien pursuant to SPA section 116(2), which relates to owner developers. However, the Form G does not reflect this, so I find her allegation unproven.
50. In her response to the strata's additional submissions, Ms. Whitaker says the May 2022 Form G contained insufficient details about the lien amount. However, there is no requirement that the Form G include a detailed description about the amount owed. I find the May 2022 Form G clearly indicated that Ms. Whitaker owed \$35,113.85 plus costs permitted under SPA section 118.
51. I find Ms. Whitaker has not proven that the May 2022 lien was invalid.

### Invoices

52. As I mentioned, when Ms. Whitaker sold her strata lot in August 2022, \$3,187.49 was deducted from the purchase price to pay the strata's lien-related legal costs. An August 30, 2022 invoice shows that the strata's lawyer charged \$505.34 plus GST and PST to release both the November 2021 lien and the May 2022 lien. I find Ms. Whitaker is entitled to reimbursement of \$282.99 for half this amount. The invoice also lists two \$30.53 disbursement charges to register the lien release forms. I find Ms. Whitaker is entitled to reimbursement of \$30.53 for one release form. In total, this equals \$313.52.
53. An August 29, 2022 breakdown of arrears shows that Ms. Whitaker was also charged \$138.40 for legal costs to register a lien. I find this was an unreasonable legal cost added to the lien amount. I say this because the lien reference number listed in the breakdown is neither the November 2021 lien nor the May 2022 lien.

There is no evidence that a third lien was registered against Ms. Whitaker's strata lot.

54. Additionally, even if this was the result of a typographical error, I would still find this legal cost unreasonable. A portion of Ms. Whitaker's July 2022 payment was allocated towards a May 18, 2022 invoice to register the May 2022 lien. So, Ms. Whitaker had already paid the legal cost to register the May 2022 lien when the \$138.40 was deducted from the purchase price.
55. Based on the above, I find Ms. Whitaker is entitled to reimbursement of the \$138.40.
56. The evidence also shows that Ms. Whitaker was charged a total of \$3,498.50 for legal costs relating to the BCSC petition. Portions of both Ms. Whitaker's July 2022 payment and August 2022 sale proceeds were allocated to this total.
57. There is limited evidence about these legal costs before me. Namely, there is only one June 27, 2022 invoice for \$1,635.45 to prepare and file the BCSC petition plus taxes and disbursements. However, the August 29, 2022 breakdown of arrears, which was drafted by the strata's lawyer, itemizes the remaining \$1,863.05 as legal costs relating to the BCSC petition. Further, the strata provided the lawyer's billing journal, which shows that the strata paid these legal costs. So, I accept that the strata incurred these legal costs.
58. I must now determine whether these were reasonable legal costs. The BCSC has previously considered whether legal costs to register and enforce a lien were reasonable. In *Strata Plan LMS 2154 v 0752737 B.C. Ltd.*, 2021 BCSC 1343 (*LMS 2154*), the court found that \$3,000 was a reasonable legal fee to draft and serve the petition and affidavits, as well as to schedule the matter for a hearing, speak to the hearing of the unopposed petition, and enter the order of the master.
59. Here, the June 2022 invoice and August 2022 breakdown of arrears say that the \$3,498.50 in legal costs were to prepare, file, and serve the BCSC petition and supporting affidavits, and to address Ms. Whitaker's response to the BCSC petition.

Given the proceedings discussed in *LMS 2154* progressed much further, I find reasonable legal costs for the work described in the June 2022 invoice and August 2022 breakdown are less than the amount in *LMS 2154*.

60. Based on the limited evidence before me, I find \$2,000 is a reasonable amount for legal costs, including taxes and disbursements, for the work related to the BCSC petition. So, I find Ms. Whitaker is entitled to reimbursement of \$1,498.50.
61. Having reviewed the evidence relating to the remaining legal costs, I find they were reasonable legal costs added to the lien amount under SPA section 118 and Ms. Whitaker is not entitled to reimbursement of them. Overall, I find Ms. Whitaker is entitled to reimbursement of \$1,950.42.

## **INTEREST, CRT FEES, AND EXPENSES**

62. The *Court Order Interest Act* applies to the CRT. Ms. Whitaker is entitled to pre-judgment interest on \$1,950.42 from August 31, 2022, the date she paid these legal costs, to the date of this decision. In total, Ms. Whitaker is entitled to \$283.09 in pre-judgment interest.
63. 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. Ms. Whitaker obtained a fee waiver and did not pay CRT fees.
64. Ms. Whitaker claims numerous dispute-related expenses. She claims \$73.15 for photocopies and printing, \$35.43 for bylaw searches, and \$22 to download documents. However, the receipts she provided as evidence do not list any of these expenses. Rather, they are for items such as ink, paper, folders, and binders. Further, some receipts are dated before she started this CRT dispute. So, I find Ms. Whitaker has not proven she is entitled to her claimed dispute-related expenses.
65. Ms. Whitaker also claims \$1,017.46 for legal fees she allegedly paid to the strata in relation to her previous 2022 CRT dispute. I find this is not a dispute-related expense, so I dismiss it. Even if it had been part of Ms. Whitaker's claim, I would

have dismissed it because there is no evidence that Ms. Whitaker paid these legal fees. None of the account statements in evidence show that she paid the strata \$1,017.46 for legal fees relating to the 2022 CRT dispute. Additionally, the Revised Vendor's Statement of Adjustment does not show that this amount was taken from Ms. Whitaker's strata lot sale proceeds.

66. Overall, I find Ms. Whitaker has not proven she is entitled to any amount for dispute-related expenses.
67. The strata claims \$11,430.58 for legal fees incurred to address this CRT dispute. CRT Rule 10.5(3) says that the CRT will not order one party to pay another party fees a lawyer charged in the tribunal dispute process, except in extraordinary circumstances. Rule 10.5(4)(d) says that when determining whether a party must pay another party's legal expenses, a tribunal member may consider whether a party has submitted false cases created by an artificial intelligence tool.
68. As I mentioned, Ms. Whitaker refers to cases that do not exist or do not stand for the legal bases that she presents. However, she only refers to these cases in her reply submissions. All work described in the invoices provided by the strata was completed before Ms. Whitaker provided her reply submissions. So, I find the strata did not incur any legal expenses relating to these false cases. I find there are no extraordinary circumstances that warrant awarding the strata any legal fees, so I dismiss its claim for legal expenses.

## ORDERS

69. Within 30 days of the date of this decision, I order the strata to pay Ms. Whitaker a total of \$2,233.51, broken down as follows:
- a. \$1,950.42 for reimbursement of legal costs, and
  - b. \$283.09 in pre-judgment interest under the *Court Order Interest Act*.
70. Ms. Whitaker is entitled to post-judgment interest, as applicable.
71. I dismiss Ms. Whitaker's remaining claims.

72. 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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Max Pappin, Tribunal Member