



# Civil Resolution Tribunal

Date Issued: June 1, 2026

File: ST-2025-008324  
and ST-CC-2025-013317

Type: Strata

Civil Resolution Tribunal

Indexed as: *Wyszynski v. The Owners, Strata Plan BCS1721*, 2026 BCCRT 851

B E T W E E N :

MAREK WYSZYNSKI

**APPLICANT**

A N D :

THE OWNERS, STRATA PLAN BCS1721

**RESPONDENT**

A N D :

MAREK WYSZYNSKI

**RESPONDENT BY COUNTERCLAIM**

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## REASONS FOR DECISION

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Tribunal Member:

Alissa Reynolds

## INTRODUCTION

1. The applicant, Marek Wyszynski, owns strata lot 103 (SL103) in the respondent strata corporation, The Owners, Strata Plan BCS1721 (strata). Mr. Wyszynski owns three key fobs to access the strata building, and says the strata unreasonably deactivated the third key fob. He seeks orders that the strata reactivate the third key fob, that the strata stop enforcing its key fob bylaw, and that he be permitted to purchase a fourth key fob. He also seeks \$500 in damages for the deactivation.
2. Mr. Wyszynski also says the strata is attempting to enforce bylaws to have him pay a move-in fee and fill out an owner occupant tenant information form (OTIF) for KS. He claims KS is not an occupant, but rather a long-term guest. He claims \$500 in damages for ongoing stress and uncertainty about this issue.
3. The strata says it properly deactivated the third key fob because it was not properly registered under the strata's bylaws. It says to reactivate the third key fob or purchase a fourth, Mr. Wyszynski must comply with the key fob bylaws. The strata also says that KS is an occupant, not a guest, as they have been living with Mr. Wyszynski since October 2022. The strata says it granted KS a one-time exception to the move-in fee, so it says that issue is moot.
4. The strata counterclaims for orders that Mr. Wyszynski complete the OTIF form for KS and present KS's identification to the strata's building manager. It also seeks an order that Mr. Wyszynski only use key fobs in accordance with the strata's bylaws. In its Dispute Notice, the strata also requested an order that Mr. Wyszynski relinquish any key fobs he possesses that contravene the bylaws, but it abandoned that position in submissions.
5. Mr. Wyszynski represents himself. The strata is represented by its manager.
6. For the following reasons, I dismiss Mr. Wyszynski claims and the strata's counterclaims.

## JURISDICTION AND PROCEDURE

7. 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.
8. 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.
9. 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.
10. In his submissions, Mr. Wyszynski refers to numerous sections of the *Strata Property Act* (SPA), which do not stand for the legal bases that he presents, including sections 3, 115, 121, 123, 130, and 135. 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 Mr. Wyszynski's submissions and evidence, I have only addressed what is relevant in my decision.

### ***Preliminary Issue – Declaratory Relief***

11. In his Dispute Notice, Mr. Wyszynski also claimed for:

- a. An order declaring the third key fob deactivation was unreasonable and a breach of the SPA, and
  - b. A declaration that the strata's attempt to collect such fee was contrary to SPA and the strata's bylaws.
12. Under CRTA section 10, the CRT must refuse to resolve a claim that it considers to be outside the CRT's jurisdiction. The CRT does not have authority to grant declaratory relief except in the limited circumstances where it is incidental to another order. See, *The Owners, Strata Plan VR320 v. Day*, 2023 BCSC 364 at paragraph 54 to 56. That is not the case here, so, under CRTA section 10(1), I refuse to grant the declaratory relief Mr. Wyszynski claims.

### ***Preliminary Issue – Moot Issue***

13. Mr. Wyszynski seeks an order confirming no move-in fee applies to KS, and \$500 in damages due to ongoing stress and uncertainty about the issue. The strata says it informed Mr. Wyszynski that it had granted KS a one-time exception for the move-in fee. So, the strata says these issues are now moot, or no longer legally relevant.
14. Given the strata's decision not to impose a move-in fee on KS, I find Mr. Wyszynski's claim for an order that no move-in fee applies is moot, so I dismiss it. However, I find his claim for damages is not moot, and I deal with that issue below when I consider whether the strata acted significantly unfairly.

### **ISSUES**

15. The remaining issues in this dispute are:
- a. Are the strata's key fob bylaws enforceable?
  - b. Is KS an occupant or a guest?
  - c. Did the strata treat Mr. Wyszynski significantly unfairly?
  - d. Is the strata entitled to any of the remedies set out in its counterclaim?

## EVIDENCE AND ANALYSIS

16. In a civil proceeding like, applicants must prove their claims on a balance of probabilities. This means more likely than not. So, Mr. Wyszynski must prove his claims, and the strata must prove its counterclaims. I have read all the submissions and evidence but refer only to what is necessary to explain my decision.
17. Mr. Wyszynski has lived in SL103 since 2006. It is a 2-bedroom apartment-style condominium. Mr. Wyszynski admits that KS has been staying with him in SL103 since October 2022, but he refers to them as his guest and family. Mr. Wyszynski owns three key fobs to access the strata building and amenities, including one that he uses, one that KS uses, and one that his brother uses to take care of Mr. Wyszynski's home when he is away.
18. On May 2, 2025, the strata deactivated the third key fob that Mr. Wyszynski's brother uses. It also investigated KS's use of the second key fob. It initially approved temporary registration for KS for looking after SL103 in Mr. Wyszynski's absence and said KS's key fob would be deactivated on July 16, 2025. After Mr. Wyszynski told the strata that KS had been staying in SL103 since October 2022, the strata requested a move-in fee and OTIF for KS so it could register the key fob to KS. The strata said if KS was not registered by July 16, 2025, the strata would deactivate KS's key fob.
19. After a strata council hearing, on August 22, 2025, the strata decided as a one-time exception, it would waive KS's move-in fee and approve KS's key fob access. It also said KS must complete the OTIF. The strata also said that the standard procedure for spare key fobs remains in place. It said owners must notify the strata when they need a spare key fob to be assigned to a trusted friend or family member.
20. On February 4, 2025, the strata sent a bylaw violation notice to Mr. Wyszynski advising that the strata received a complaint that Mr. Wyszynski was in violation of the strata's bylaw 4(4) for failing to ensure that KS's OTIF was completed before KS moved into SL103.

### ***Are the strata's key fob bylaws enforceable?***

21. Mr. Wyszynski says the strata does not have authority to implement and enforce the key fob bylaws. The strata says the bylaws are valid and enforceable. Bylaws 3(10)(s) and 43 deal with key fobs. For the following reasons, I find Mr. Wyszynski has not proven the key fob bylaws are unenforceable.
22. Bylaw 3(10)(s) says an owner or occupant must not give key fobs to any person, except with strata council's written approval. Bylaw 43 is generally about the strata's security. The relevant subsections include:
- Bylaw 43 (1)(a) says that for security reasons the strata has implement a key fob system for access to the building and elevators to access the specific resident's floors and the common property amenities.
  - Bylaw 43(2) says sharing key fobs is strictly prohibited, unless strata council approves it. It also says each resident can only have one key fob registered in their name.
  - Bylaw 43(3) says all key fobs must be registered and authorized by the strata's office.
  - Bylaw 43(4) says owners may purchase up to 2 key fobs per bedroom in their strata lot upon written request to the strata council. Bylaw 43(5) says only owners, residents, and owners' licenced property managers may use key fobs, subject to bylaw 43(6).
  - Bylaw 43(6) says visitors may only use a key fob if the resident has written to the strata to provide the visitor's name and the duration they will be using the key fob and has received the strata's written approval.
23. Mr. Wyszynski relies on SPA section 26 to say strata does not have inherent authority, only authority under the SPA, the *Strata Property Regulation* and the strata's bylaws. While that is true, the strata relies on its bylaws, so I find section 26 does not support Mr. Wyszynski's position that bylaw 43 is not enforceable.

24. Mr. Wyszynski says restricting his access to his home through key fob deactivation directly interferes with his use and enjoyment of his strata lot. However, the strata did not restrict Mr. Wyszynski's access. Rather, the strata only deactivated the key fob that was not registered under bylaw 43. Mr. Wyszynski also says that forcing the key fobs to be registered is *prima facie* unreasonable, which means on the face of it. However, he does not elaborate on that position.
25. SPA section 119(2) says bylaws may provide for the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the strata corporation and for the administration of the strata corporation. The purpose of bylaws 43 and 3(10)(s) is for security. I find that the bylaws are a reasonable exercise of the strata's power to control access to the strata building and common areas. I find they do not restrict access unreasonably, because they only require owners, occupants, and visitors to register their key fobs.
26. Mr. Wyszynski also says that deactivating a key fob is a form of bylaw enforcement, and he says the strata did not follow proper bylaw enforcement procedures. He also says key fob deactivation is a penalty. I find that key fob deactivation is not a penalty. A penalty is a punishment or sanction imposed for breaking a law, violating a contract, or breaching a rule.
27. Mr. Wyszynski says that the strata improperly enforced bylaw 43 by deactivating the key fob because the strata did not give him advance notice that it would do so. The strata disputes that and says it called Mr. Wyszynski on May 2, 2026, before deactivating the key fob. I find nothing turns on that discrepancy in the evidence, because I find the nothing in the SPA or the strata's bylaws required the strata to give Mr. Wyszynski notice that they would deactivate his unregistered key fob.
28. SPA section 135 sets out the types of bylaw enforcement that require the strata to give prior notice to a person, which include imposing a fine, requiring a person to pay the costs of remedying a bylaw contravention, and denying a person the use of a recreational facility. I find none of those apply to the strata's action of deactivating Mr. Wyszynski's unregistered key fob. Further, SPA section 133 allows the strata to

do what is reasonably necessary to remedy a bylaw contravention. I find the quickest and easiest way for the strata to remedy the bylaw contravention in this case was to deactivate Mr. Wyszynski's unregistered key fob. I find the strata was entitled to do so under SPA section 133 and the strata's bylaws.

29. Finally, Mr. Wyszynski says he needs the third key fob to be activated due to his medical conditions. He says his medical conditions may require his brother to access his apartment on short notice in an emergency. The strata takes issue with this submission because Mr. Wyszynski did not previously raise this with the strata and it is not set out in the Dispute Notice. However, I find nothing turns on that, because for the reasons set out below, I find this would not make the bylaws unenforceable.
30. SPA section 121(1)(a) says a bylaw is not enforceable to the extent that it contravenes the *Human Rights Code*. If the key fob bylaws prevented Mr. Wyszynski from having a visitor with emergency access to SL103, it would likely contravene the *Human Rights Code*. However, the bylaws do not say that. They simply require Mr. Wyszynski to write to the strata with the visitor's name and the duration they require the access, which in the circumstances would likely be indefinite. If Mr. Wyszynski provides the strata with medical justification for the indefinite duration, like the doctor's note he submitted in this proceeding, bylaw 43 would not prevent the strata from accommodating Mr. Wyszynski's medical requirements.
31. Mr. Wyszynski has not complied with bylaw 43 and he has not provided evidence to show he cannot do so. The strata has not refused to register the third key fob to Mr. Wyszynski's brother. Rather, it just requires him to follow the bylaws to do so. So, I find that the strata's bylaws comply with SPA section 121.
32. For all those reasons, I find Mr. Wyszynski has not proven the key fob bylaws are unenforceable. So, I do not order the strata to reactivate the third key fob or sell Mr. Wyszynski a fourth key fob. If he wants to pursue those things, he must follow the strata's bylaws.

***Is KS an occupant or a guest?***

33. As noted above, Mr. Wyszynski says the strata improperly attempted to impose move-in fees for KS because he says they are a guest, not an occupant. I have found Mr. Wyszynski's claim for an order that no move-in fee applies is moot. However, I find I still must determine whether KS is an occupant or a guest because that is relevant to Mr. Wyszynski's claim for damages for significant unfairness and the strata's counterclaims.
34. SPA section 1 defines an occupant as a person, other than an owner or tenant, who occupies a strata lot. The strata's bylaw 40(2)(b) says guests are defined as the owner's visitors, family, friends, or acquaintances, or any person staying with an owner for one day or more, but no more than 30 consecutive days.
35. KS has been staying in SL103 since October 2022. I find KS is clearly living there and is not a guest. I find they are an occupant under SPA and the strata's bylaws.

***Did the strata treat Mr. Wyszynski significantly unfairly?***

36. Mr. Wyszynski claims damages related to the "unlawful" third key fob deactivation, and for ongoing stress and uncertainty related to the strata's position that KS is an occupant not a guest. I infer that Mr. Wyszynski is claiming the damages for significant unfairness. In additional submissions Mr. Wyszynski said the strata also acted significantly unfairly by threatening further deactivation and requiring KS's identification and registration. These positions were not set out in Mr. Wyszynski's Dispute Notice. However, I find nothing turns on that, because, as set out below, I have found Mr. Wyszynski has not proven his claims for significant unfairness.
37. The CRT has authority to make orders remedying a strata's significantly unfair act under CRTA section 123(2). The legal test for significant unfairness is the same for CRT disputes and court actions, 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 burdensome, harsh, wrongful, lacking in probity and fair dealing, done in bad faith, unjust, or inequitable.

38. In *Dollan v. The Owners, Strata Plan BCS 1589*, 2012 BCCA 44, the BC Court of Appeal established the reasonable expectation test, as follows:
- a. What was the owner's expectation?
  - b. Was that expectation objectively reasonable?
  - c. Did the strata violate that expectation with a significantly unfair action?
39. In *Kunzler*, the BC Court of Appeal held that the reasonable expectations test set out in *Dollan* is a factor to consider in deciding whether significant unfairness has occurred, together with all other relevant factors including the nature of the decision and the effect of overturning it.

#### Key Fob Deactivation

40. First, Mr. Wyszynski claims \$500 for stress, uncertainty, and disruption over an extended period due to hardship he says the strata caused by deactivating the third key fob. He says he bought the third key fob with his strata lot, and he lawfully possesses it. He says the deactivation has unreasonably restricted his access to his property. I infer he is saying he reasonably expected the key fob would never be deactivated as long as he owned SL103.
41. I find Mr. Wyszynski's expectation is not reasonable. While he lawfully possesses the key fob, I find that does not entitle him to activation. The bylaws set out the requirements for activation, and all owners are required to follow them.
42. Further, I find the bylaws are not onerous. I also find the third key fob was deactivated for an extended period due to Mr. Wyszynski's failure to comply with the strata's bylaws, not due to the strata's actions.
43. I also find it was not significantly unfair for the strata to tell Mr. Wyszynski that it was going to deactivate KS's key fob. At the time, it understood that KS was a guest who was looking after SL103 in Mr. Wyszynski's absence. Mr. Wyszynski continued to assert that KS was a guest, not an occupant, so I find it was reasonable for the strata to tell Mr. Wyszynski it would enforce its key fob bylaws. Once Mr. Wyszynski

informed the strata that KS had been staying in SL103 since October 2022, the strata took no steps to deactivate KS's key fob.

44. So, for all those reasons, I dismiss Mr. Wyszynski's claim for \$500 related to the key fob issues.

### KS's Occupancy

45. Mr. Wyszynski also claims \$500 for unnecessary distress caused by the strata's conduct when it pursued a move-in fee for KS. I infer Mr. Wyszynski is saying he had a reasonable expectation that the strata would not require a move-in fee for KS.
46. I find Mr. Wyszynski's expectation is not reasonable for the following reasons. As noted above, under SPA and the strata's bylaws KS is not a guest, but an occupant. Bylaw 4(5) says the move-in fee applies every time a strata lot's occupant changes, regardless of whether any furniture is being moved, because the fee defrays administrative costs like updating office records and reprogramming key fobs.
47. I also considered whether the strata's conduct in attempting to implement the move-in fee was reasonable. I reviewed the strata's correspondence about the move-in fee and find it was reasonable. The strata provided Mr. Wyszynski with a hearing about the issue, and in the end decided to give him a one-time exemption. So, I find the strata's conduct was reasonable and very fair to Mr. Wyszynski.
48. Further, nothing in the SPA says bylaws do not apply to guests as asserted by Mr. Wyszynski. In fact, SPA section 130 says a strata can fine an owner for a visitor or occupant's bylaw contravention.
49. As noted above, Mr. Wyszynski also says the strata acted significantly unfairly by requiring KS's identification and registration, which he says is not required by the SPA. However, the strata's bylaw 4(4) requires all owners, occupants, and tenants to complete a OTIF and submit it in person to the building manager, along with a valid government issued picture identification to complete the key fob registration. Since KS is an occupant, I find Mr. Wyszynski's expectation that the strata would not require KS's identification and key fob registration is unreasonable.

50. For all those reasons, I dismiss Mr. Wyszynski's claim for \$500 for the strata's bylaw enforcement actions related to KS's occupancy.

***Is the strata entitled to any of the remedies set out in its counterclaim?***

51. The strata counterclaims for orders that Mr. Wyszynski complete an OTIF for KS and submit it with KS's government issued picture identification to the strata's building manager. Mr. Wyszynski says he should not have to complete an OTIF for KS or submit KS's identification because they are a guest, not an occupant. As I found above, KS is an occupant, but that does not end the matter. For the following reasons, I do not make these orders.

52. The strata relies on bylaw 4(4), which I set out above. It also relies on a copy of the OTIF. The form says owners, occupants, tenants, and agents are required to complete separate OTIFs. That is consistent with bylaw 4(4). I find bylaw 4(4) requires KS to complete their own OTIF and present their identification to the strata's building manager directly.

53. The strata also claimed an order that Mr. Wyszynski refrain from using or allowing others to use key fobs that were not purchased from and programmed, registered, and authorized by the strata. In submissions, it clarified that it was actually seeking an order that Mr. Wyszynski only use key fobs in accordance with the strata's bylaws.

54. Mr. Wyszynski is already obligated to comply with the strata's bylaws. The strata may enforce its bylaws, including by deactivating key fobs that are not properly registered, or fining owners under SPA for bylaw contraventions by an owner, visitor, or occupant. So, I find there would be no practical effect for me to order Mr. Wyszynski to comply with bylaws when he is already obligated to do so. So, for all those reasons, I dismiss the strata's counterclaims.

## **CRT FEES AND EXPENSES**

55. 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. I see no reason in this case not to follow that general rule. Since I am dismissing both the claim and the counterclaim, I find the parties must bear their own CRT fees. Neither party claimed dispute-related expenses.
56. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against the Mr. Wyszynski.

## **ORDERS**

57. I refuse to resolve Mr. Wyszynski's claims for declaratory orders. I dismiss Mr. Wyszynski's remaining claims and the strata's counterclaims.

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Alissa Reynolds, Tribunal Member